BEFORE THE
PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

FILED
10-13-16
04:59 PM

In the Matter of the Joint Application of GetGo Communications LLC (U7241C), formerly known as Citrix Communications, LLC, Grasshopper Group, LLC (U7197C), Citrix Systems, Inc., and LogMeIn, Inc., for Authorization to Transfer of Control of GetGo Communications LLC (U7241C), formerly known as Citrix Communications, LLC, and Grasshopper Group, LLC (U7197C) Pursuant to California Public Utilities Code § 854 and Request for Expedited, Ex Parte Relief

A.A1610014

JOINT APPLICATION TO AUTHORIZE THE TRANSFER OF CONTROL OF GETGO COMMUNICATIONS LLC (U7241C), FOMERLY KNOWN AS CITRIX COMMUNICATIONS, LLC, AND GRASSHOPPER GROUP, LLC (U7197C), AND REQUEST FOR EXPEDITED, EX PARTE RELIEF

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October 13, 2016

BEFORE THE
PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Joint Application of GetGo Communications LLC (U7241C), formerly known as Citrix Communications, LLC, Grasshopper Group, LLC (U7197C), Citrix Systems, Inc., and LogMeIn, Inc., for Authorization to Transfer of Control of GetGo Communications LLC (U7241C), formerly known as Citrix Communications, LLC, and Grasshopper Group, LLC (U7197C) Pursuant to California Public Utilities Code § 854 and Request for Expedited, Ex Parte Relief	A._____

JOINT APPLICATION
TO AUTHORIZE THE TRANSFER OF CONTROL OF
GETGO COMMUNICATIONS LLC (U7241C), FORMERLY KNOWN AS CITRIX COMMUNICATIONS, LLC, AND GRASSHOPPER GROUP, LLC (U7197C), AND REQUEST FOR EXPEDITED, EX PARTE RELIEF

Citrix Systems, Inc. ("Citrix Systems," or "Transferor"), GetGo Communications LLC (U7241C), formerly known as Citrix Communications, LLC ("GetGo Communications"), Grasshopper Group, LLC (U7197C) ("Grasshopper") and LogMeIn, Inc. ("LogMeIn," or "Transferee"), collectively "Applicants"), hereby request the approval pursuant to Section 854 of the California Public Utilities Code[1] of the Public Utilities Commission of the State of California ("Commission") of a series of transactions whereby ultimate control of GetGo Communications will be transferred from Citrix Systems to LogMeIn ("Proposed Transaction").[2] The Applicants seek to consummate the Proposed Transaction as soon as possible after receipt of required regulatory approvals. Accordingly, as discussed further below, Applicants request expedited approval via ex parte relief.

In support of this Joint Application, Applicants provide the following information:

[1] All statutory references herein are to the California Public Utilities Code unless otherwise indicated.
[2] GetGo Communications, LLC is submitting an appropriate advice letter to the Commission's Communications Division to reflect the change in its name from Citrix Communications.

I

INTRODUCTION

On July 26, 2016, Citrix Systems and LogMeIn jointly announced the proposed combination of GetGo, Inc. ("GetGo"), a wholly owned subsidiary of Citrix Systems that holds the GoTo family of products, with LogMeIn in a Reverse Morris Trust transaction. The combination will result in Citrix Systems equity shareholders receiving shares in LogMeIn that equal approximately 50.1% of all outstanding shares of LogMeIn on a fully diluted basis, while existing LogMeIn shareholders will own approximately 49.9% of the outstanding shares of the combined LogMeIn company on a fully diluted basis. The Proposed Transaction for which the Applicants seek consent is expected to occur in the first quarter of 2017, contingent upon LogMeIn shareholder approval and satisfaction of other customary closing conditions.

In connection with the Proposed Transaction, Citrix Systems intends to complete an internal multiple-step restructuring process involving a *pro forma* transfer of control of certain Citrix Systems entities to GetGo and name changes of certain Citrix Systems entities. As part of this restructuring process, Citrix Communications was renamed GetGo Communications LLC.

Because the Proposed Transaction will occur at the holding company level, this Joint Application does not seek authority for the assignment of any certificates, assets, or customers. Moreover, because the Proposed Transaction does not involve any changes in rates, terms, or conditions of service, this Joint Application does not seek authority for changes to California customers' rates, terms or conditions of service. Applicants submit that the approval requested by this Joint Application is in the public interest and should be granted on an expedited basis, and therefore seek ex parte relief.

II

PROCEDURAL REQUIREMENTS

1. AUTHORITY AND DESCRIPTION OF AUTHORIZATION SOUGHT (Rule 2.1).

This Joint Application is submitted pursuant to § 854 of the California Public Utilities Code. Applicants seek authority from the Commission for the transfer of control of GetGo Communications and Grasshopper to LogMeIn.

2. NAME AND ADDRESS OF APPLICANTS (Rule 2.1(a)).

a. Transferee's full legal name is LogMeIn, Inc. Transferee's address is 320 Summer Street, Boston, Massachusetts 02210.

b. Transferor's full legal name is Citrix Systems, Inc. Transferor's address is 851 West Cypress Road, Fort Lauderdale, Florida 33309.

c. GetGo Communications' full legal name is GetGo Communications, LLC. Its address is 10 Exchange Place, Suite 1710, Jersey City, New Jersey 07302.

d. Grasshopper's full legal name is Grasshopper Group, LLC. Its address is 197 1st Avenue, Suite 200, Needham, Massachusetts 02494.

3. CORRESPONDENCE AND/OR COMMUNICATIONS (Rule 2.1(b)).

a. The designated contacts for questions concerning this Joint Application are:

LogMeIn

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Citrix Systems, GetGo Communications, and Grasshopper

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4. ISSUES TO BE CONSIDERED, CATEGORIZATION, DETERMINATION OF THE NEED FOR AN EVIDENTIARY HEARING, AND PROPOSED SCHEDULE (Rule 2.1(c)).

The Commission is asked to consider whether Transferee should be authorized to acquire control of GetGo Communications and Grasshopper, as more fully described below. The Applicants propose that the Commission categorize this Joint Application as a rate-setting proceeding. The rates of GetGo Communications and Grasshopper will not be affected by the Proposed Transaction. The rate-setting category is proposed because this proceeding does not qualify as an adjudicatory or

quasi-legislative proceeding under the Commission's rules. Accordingly, it should be categorized as rate-setting even though it will not affect rates. (*See* Rule 7.1(e)(2) of Rules of Practice and Procedure before the Commission.) The Applicants believe that no hearings are required in this proceeding, as the information included in this Joint Application enables the Commission to reach findings on all issues that California statutes require the Commission to address when evaluating an application under Section 854. Applicants therefore request that the Commission evaluate their request based on this submission without conducting an evidentiary hearing.

Applicants propose the following schedule:

October 12, 2016	Joint Application Filed
December 2016	Issuance of Decision Approving Application

5. STATE OF FORMATION, FORMATION DOCUMENTS AND QUALIFICATION TO DO BUSINESS (Rules 2.1(a) & 2.2).

a. LOGMEIN, INC. is a publicly traded corporation organized under the laws of Delaware. A copy of its Certificate of Incorporation and a copy of its authorization to transact business in California are provided in **Exhibit A**.

b. CITRIX SYSTEMS, INC. is a publicly traded corporation organized under the laws of Delaware. A copy of its Certificate of Incorporation and a copy of its authorization to transact business in California are provided in **Exhibit B**.

c. GETGO COMMUNICATIONS LLC is a Delaware limited liability company. Its certificate of formation and a copy of its authorization to transact business in California were filed with the Commission as an exhibit to Application 12-09-003 on September 7, 2012. A copy of the amendment to its certificate of formation to reflect the change in name from Citrix Communications LLC is provided in **Exhibit C**. A current certificate of good standing is included in **Exhibit C**.

d. GRASSHOPPER GROUP LLC is a Massachusetts limited liability company. A copy of its authorization to transact business in California was filed with the Commission as an

exhibit to Application 10-04-012 on April 8, 2010. A copy of its certification of organization, as amended, is provided in **Exhibit D**. A current certificate of good standing is included in **Exhibit D**.

6. CHARACTER OF BUSINESS PERFORMED AND THE TERRITORY SERVED BY EACH APPLICANT (Rule 3.6(a)).

a. Citrix Systems, Inc.: Citrix Systems provides a complete and integrated portfolio of Workspace-as-a-Service, application delivery, virtualization, mobility, network delivery and file sharing solutions that enables IT to ensure critical systems are securely available to users via the cloud or on-premise and across any device or platform.

Citrix Systems currently has two wholly owned subsidiaries authorized to engage in intrastate telecommunications services in California: (1) GetGo Communications; and (2) Grasshopper. Information regarding the current corporate structure of Citrix Systems is provided in the first organizational chart found in **Exhibit E** attached hereto.

b. GetGo Communications LLC: GetGo Communications is authorized to provide facilities-based local and long distance telephone and message services in select markets nationwide. GetGo Communications' advanced, next-generation network supports enhanced voice services integration for applications such as real-time collaboration using high-definition audio conferencing for residential and commercial customers alike. On January 11, 2013, GetGo Communications, then known as Citrix Communications, was authorized to provide resold and limited facilities-based local exchange telecommunications services and interexchange service within the State of California (Application 12-09-003).[3] GetGo Communications is registered with the Federal Communications Commission to provide interstate telecommunications services (FCC Filer ID No. 829933), and was granted international Section 214 authority in FCC File No. ITC-214-20130118-00015 on February 15, 2013. GetGo Communications is also authorized or registered to

[3] *See generally Application of Citrix Communications LLC for a Certificate of Public Convenience and Necessity in order to Provide Resold and Limited Facilities Based Local Exchange Service and Interexchange Service*, Opinion, Decision 13-01-013 (January 11, 2013).

provide competitive local exchange and/or interexchange services in the following jurisdictions: Florida, Georgia, Illinois, Massachusetts, Maryland, New York, Texas, and Virginia.

c. **Grasshopper Group, LLC:** Grasshopper offers integrated phone service solutions, voicemail processing, and other enhanced services to business end-users. Grasshopper is authorized to provide competitive intrastate interexchange telecommunications services within the State of California (Application 10-04-012).[4] Grasshopper is registered with the Federal Communications Commission to provide interstate telecommunications services (FCC Filer ID No. 827977), and was granted international Section 214 authority in FCC File No. ITC-214-20090916-00417 on October 15, 2009. Grasshopper is also authorized to provide interexchange long distance telecommunications services pursuant to registration, commission order, or on a deregulated basis in the states of: Arizona, Arkansas, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Illinois, Indiana, Iowa, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Texas, Utah, Virginia, and Washington.

d. **LogMeIn, Inc.:** LogMeIn, Inc. ("LogMeIn") is a publicly traded Delaware corporation with its principal business address at 320 Summer Street, Boston, Massachusetts 02210. LogMeIn is a leading provider of cloud-based connectivity solutions that enable people and companies to connect and communicate with their workplaces, colleagues, customers, and products anywhere, at any time. LogMeIn's services allow users to work remotely, use a mix of personal and employer-procured technology for work purposes, secure online or cloud-based services, support and manage remote computers and other Internet-enabled devices, and collaborate with other users. With annual revenue in 2014 of $222.0 million, and in 2015 of $271.6 million, LogMeIn's services are used by tens of millions of users and have brokered hundreds of millions of sessions.

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[4] *See generally Application of Grasshopper Group, LLC for Registration as an Interexchange Carrier Telephone Corporation pursuant to the provisions of Public Utilities Code Section 1013*, Opinion, Decision 10-06-026 (June 17, 2010).

LogMeIn does not offer domestic telecommunications service of any kind but relies on third parties for such services. LogMeIn's product offerings include, but are not limited to:

1. **join.me, join.me pro, and join.me business**, LogMeIn's free and premium browser-based online meeting and screen sharing services that provide users with the ability to quickly and securely host an online meeting with other people;

2. **LogMeIn Pro and LogMeIn Central** are LogMeIn's premium remote access services that provide secure access to a remote computer or other Internet-enabled device from any other Internet-connected computer, as well as most smartphones and tablets;

3. **LogMeIn Rescue, Rescue Lens, and LogMeIn Rescue+Mobile** are LogMeIn's web-based remote support and customer care services that are used by helpdesk professionals to provide remote support via the Internet, without the need of pre-installed software;

4. **BoldChat**, LogMeIn's web-based live chat service that helps customer service staff, ranging from sales and pre- and post-sale support, to directly engage and provide assistance to visitors of a customer's website;

5. **LastPass** is a market leading password management and single sign on, or SSO, solution that gives individuals, business teams and enterprises the ability to securely store, create and access the user identity and login credentials for thousands of online applications and websites. Available online, in a desktop app and via iOS and Android mobile apps, LastPass is offered in free, premium and enterprise versions and runs on today's most popular browsers, devices and operating systems; and

6. **Xively**, LogMeIn's Internet of Things cloud platform and connected product management tool, which is designed to help businesses build, run and support a rapidly growing class of Internet-connected products that lack a traditional operating system.

Information regarding the current corporate structure of LogMeIn is provided in the second organizational chart found in **Exhibit F** attached hereto.

7. DESCRIPTION OF THE TRANSACTION (Rule 3.6(b)-(d)).

As stated above, on July 26, 2016, Citrix and LogMeIn jointly announced the proposed combination of GetGo, Inc. ("GetGo"), a wholly owned subsidiary of Citrix Systems that holds the GoTo family of products, with LogMeIn in a Reverse Morris Trust transaction. The combination will result in Citrix Systems' equity shareholders receiving shares in LogMeIn that equal approximately 50.1% of all outstanding shares of LogMeIn on a fully diluted basis, while existing LogMeIn

shareholders will own approximately 49.9% of the outstanding shares of the combined LogMeIn company on a fully diluted basis. The Proposed Transaction for which the Applicants seek consent is expected to occur in the first quarter of 2017, contingent upon LogMeIn shareholder approval and satisfaction of other customary closing conditions.[5]

In connection with the Proposed Transaction, Citrix Systems intends to complete an internal multiple-step restructuring process involving a pro forma transfer of control of certain Citrix Systems entities to GetGo and name changes of certain Citrix Systems entities. Specifically, Citrix Systems intends to complete a *pro forma* transfer of control of GetGo Communications and Grasshopper to GetGo. The *pro forma* transactions are depicted in the first organizational chart found in **Exhibit E** attached hereto. Information regarding the ownership structure of LogMeIn following the Proposed Transaction is provided in the second organizational chart found in **Exhibit F** attached hereto.

Upon completion of the Proposed Transaction, LogMeIn's President and Chief Executive Officer, Bill Wagner, and Chief Financial Officer, Ed Herdiech, will continue in their respective roles. Certain members of GetGo's management team also are expected to join the combined company. Following the closing of the Proposed Transaction, LogMeIn's board of directors will consist of nine directors: five current LogMeIn directors and four Citrix Systems director appointees. Michael Simon, former CEO and current Chairman of the board of directors of LogMeIn, is expected to remain in place as Chairman of LogMeIn's board of directors post-transaction. Bill Wagner also will retain his board seat. LogMeIn's other three directors will be named at a later date. Citrix Systems' director appointees will consist of current Citrix Systems directors: Bob Calderoni, Jesse Cohn, and Peter Sacripanti, as well as David Henshall, Citrix Systems' Chief Operating Officer and Chief Financial Officer.

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[5] More information on the proposed transaction is available at https://investor.logmeininc.com/about-us/investors/news/press-release-details/2016/LogMeIn-Announces-Merger-with-Citrixs-GoTo-Family-of-Products-to-Create-Billion-Dollar-Industry-Leader/default.aspx.

The LogMeIn board of directors will form an Operating Committee following the close of the Proposed Transaction, which will consist of two LogMeIn directors and two Citrix Systems directors. The Operating Committee, having authority delegated by the full LogMeIn board of directors, including the authority to hire and compensate third-party consulting firms and other advisors, will oversee the transition and realization of the synergies contemplated by the Proposed Transaction, thus providing for a seamless transition for customers, as discussed below.

Applicants submit that the approval requested by this Joint Application is in the public interest and should be granted on an expedited basis.

8. MERGER AGREEMENT AND TERMS AND CONDITIONS THEREOF (Rules 3.6(d) & (f)).

A copy of the Merger Agreement is attached as **Exhibit H**.

9. FINANCIAL INFORMATION (Rule 3.6(e)).

A copy of LogMeIn's most recent audited financial report along with an updated balance sheet and income statement as submitted to the SEC in LogMeIn's latest 10Q report are attached hereto as **Exhibit I**.

10. CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") COMPLIANCE (Rule 2.4).

The Proposed Transaction can be seen with certainty to have no significant adverse effect on the environment as it will simply result in a transfer of control of GetGo Communications and Grasshopper to Transferee. The Proposed Transaction is entirely a "paper" transaction resulting in the transfer of control of GetGo Communications and Grasshopper. No authority to construct or move any physical telecommunications facilities is requested by this Joint Application. Although GetGo Communications is authorized to provide facilities based service, no change in operations is proposed at this time.[6] Pursuant to Section 15061(b)(3) of Title 14 of the California Code of Regulations, it can be seen with certainty that there is no possibility that the transaction for which

[6] Grasshopper is authorized as a switchless reseller and, therefore, does not have or seek authority to construct or move any physical telecommunications facilities.

Applicants seek approval from the Commission may have a significant effect on the environment. Therefore, this Joint Application is exempt from review under CEQA.[7]

11. POST-CLOSING MANAGEMENT OF TRANSFEREE.

Following closing of the Proposed Transaction, Bill Wagner, LogMeIn's current CEO, will retain that position. Mr. Wagner joined the company in 2013, serving as LogMeIn's first-ever Chief Operating Officer. Mr. Wagner played a key role in LogMeIn's rapid growth and expansion. Mr. Wagner is a cloud and technology industry veteran, holding previous positions at Vocus, a cloud-marketing software company, Fiberlink, the leading enterprise mobile device management company, and AT&T. Mr. Wagner holds a B.A. in History from Lafayette College, and an M.B.A. from the Wharton School of Business. Likewise, LogMeIn's CFO, Ed Herdiech, who also will retain his position following consummation of the Proposed Transaction, joined LogMeIn in December 2006 and has served in several key financial positions prior to joining the company, including at Parametric Technology Corporation, a leading provider of 2D and 3D design software, product lifecycle management software, and service management solutions. Mr. Herdiech received his B.S. in Business Administration with a concentration in Accounting from the University of Vermont. Additional information regarding the managerial, technical and other experience of LogMeIn's management team is available on its website https://www.logmeininc.com/leadership.

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[7] See D.06-02-033, *Decision Granting Conditional Approval of the Acquisition of PacifiCorp by Mid-American Energy Holdings Co.*, where the Commission observed that:

> Today's Decision authorizes a change in ownership of PacifiCorp. Today's Decision does not authorize any new construction, changes to the operations of PacifiCorp or other entity, or changes in the use of existing assets and facilities. Therefore, it can be seen with certainty that today's Decision will not have a significant effect on the environment and, for this reason, qualifies for an exemption from CEQA pursuant to Section 15061 (b)(3)(1) of the CEQA guidelines. Consequently, there is no need for further environmental review.

The same result is found in *Sierra Pacific Power Company* D.10-10-017, *NextG Networks of California, Inc. and Madison Dearborn Partners, LLC*, D.09-08-017 (approving § 854 indirect transfer of control) and *NTI of California, LLC,* D.05-08-006 (approving § 854 transfer of control).

12. STATEMENT REGARDING BANKRUPTCIES AND REGULATORY AGENCY/COURT ENFORCEMENT PROCEEDINGS.

As verified by the attached Verifications, Applicants affirm that, to the best of their knowledge, no Applicant and none of their affiliates, officers, directors, partners, agents, or owners (directly or indirectly) of more than 10% of such applicant, or anyone acting in a management capacity for such applicant: (a) held one of these positions with a company that filed for bankruptcy; (b) been personally found liable, or held one of these positions with a company that has been found liable, for fraud, dishonesty, failure to disclose, or misrepresentations to consumers or others; (c) been convicted of a felony; (d) been (to his/her knowledge) the subject of a criminal referral by judge or public agency; (e) had a telecommunications license or operating authority denied, suspended, revoked, or limited in any jurisdiction; (f) personally entered into a settlement, or held one of these positions with a company that has entered into settlement of criminal or civil claims involving violations of sections 17000 *et seq.,* 17200 *et seq.,* or 17500 *et seq.* of the California Business & Professions Code, or of any other statute, regulation, or decisional law relating to fraud, dishonesty, failure to disclose, or misrepresentations to consumers or others; or (g) been found to have violated any statute, law, or rule pertaining to public utilities or other regulated industries; or (h) entered into any settlement agreements or made any voluntary payments or agreed to any other type of monetary forfeitures in resolution of any action by any regulatory body, agency, or attorney general.

As verified by the attached Verifications, Applicants also affirm that, to the best of their knowledge, none of the Applicants or any affiliate, officer, director, partner or owner of more than 10% of any of the Applicants, or any person acting in such capacity whether or not formally appointed, is being or has been investigated by the Federal Communications Commission or any law enforcement or regulatory agency for failure to comply with any law, rule or order.

13. CUSTOMER NOTIFICATION.

Following the Proposed Transaction, GetGo Communications and Grasshopper will each be indirect subsidiaries of LogMeIn. The Proposed Transaction does not involve the transfer of customers and does not entail any changes to the rates, terms, and conditions of service that currently apply. Accordingly, the Proposed Transaction does not contemplate any modifications to existing price lists or customer contracts at this time. Customer notification of the proposed transfer of control is not required because the instant transaction is not a customer base transfer under Section 851 but an acquisition of control governed by Section 854.

14. PUBLIC INTEREST CONSIDERATIONS.

The acquisition of control of GetGo Communications and Grasshopper by Transferee is governed by § 854(a). "The standard generally applied by the Commission to determine if a transaction should be approved under § 854(a) is whether the transaction will be 'adverse to the public interest.'" *Central Valley Gas Storage,* D. 11-05-030 (May 26, 2011). See also, *California-American Water Company,* D.07-05-031 at 3, citing *Qwest Communications Corporation,* D.00-06-079, at 13.

Here, far from being adverse to the public interest, Commission approval of the Proposed Transaction described herein will promote the public interest and generate substantial public benefits. In addition to the broader platform for innovation, general merger synergies, and benefits related to the integration of the GoTo business's products and services with the complementary products and services of LogMeIn, the Proposed Transaction will promote competition among telecommunications carriers and other service providers in the delivery of communications solutions for consumers and businesses.

The Proposed Transaction will bring together Citrix Systems' GoTo business segment and LogMeIn, proven innovators with a shared belief in simplifying the way people connect to customers, colleagues, and the world around them. The Proposed Transaction will expand LogMeIn's existing suite of communications products and solutions, thus enabling LogMeIn to deliver

greater value and a wider variety of services to customers. In particular, the GoTo family of products delivers collaborative communication solutions for small and medium sized businesses through leading products such as GoToAssist, GoToMeeting, GoToMyPC, GoToTraining, GoToWebinar, Grasshopper, and OpenVoice. LogMeIn, already a leading provider of cloud-based collaboration, customer service and support, and identity and access management communications tools, will combine and integrate the GoTo products to provide enhanced experiences and outcomes for customers of the combined company.

The Proposed Transaction will entail particular benefits for small and medium-sized business and large enterprise customers of LogMeIn and the GoTo products. The integration of LogMeIn's cloud-based services with the GoTo business's innovative communications solutions will create new opportunities for these customers to benefit from a wider range of highly reliable, scalable, and customizable suite of services.

The Proposed Transaction will not diminish competition in any relevant market or otherwise harm the public interest. The Proposed Transaction poses no threat to competition because the GoTo business and LogMeIn do not compete in the provision of any regulated service. Indeed, LogMeIn itself does not hold any state licenses or authorizations and does not offer telecommunications services or any other regulated intrastate service. In any event, the marketplace for IP-based communications solutions for business customers is robustly competitive.

The Proposed Transaction does not entail any changes to the rates, terms, and conditions of service at this time. The Proposed Transaction will be transparent to customers and will not result in the discontinuance, reduction, loss, or impairment of service to customers. Rather, as noted, it will enable LogMeIn to make available a greater variety of high-quality, innovative services to its existing, and GoTo, customers.

The public interest will also be served by expeditious consideration and approval of this Joint Application. Expeditious consideration will ensure that the public enjoys these benefits as swiftly as possible. In particular, the Proposed Transaction is aimed to strengthen the competitive position of

LogMeIn by enabling the company to offer expanded product and service portfolios to customers. Prompt action on the Joint Application will ensure the public realizes these benefits as quickly as possible.

15. COMPLIANCE STATEMENT.

To Applicants' knowledge, Applicants are in compliance with all applicable Commission reporting, fee and surcharge transmittals.

III

REQUEST FOR EXPEDITED, EX PARTE RELIEF

The Applicants request ex parte relief on an expedited basis without a hearing. Such relief is justified because (a) the authorization requested will not change rates for any California utility services or the terms and conditions applicable by tariff thereto; (b) the authorization requested will not produce any changes in the manner in which service is provided to California telephone subscribers; (c) this Joint Application demonstrates with certainty the public benefits of the Proposed Transaction; and (d) it is important from the Applicants' standpoint that the Proposed Transaction occur in an expeditious manner.

Expeditious treatment is critical because delay in the regulatory approval process risks creating uncertainty and competitive harm. Further, receiving timely approvals will enable the parties to undertake the necessary business preparations to complete the Proposed Transaction, while delay in the regulatory approval process may cause the Applicants to incur substantially increased costs. Any delay will further prevent the parties from promptly realizing the economic and other benefits expected from the Proposed Transaction.

As demonstrated above, the Proposed Transaction does not present novel or complex issues for Commission consideration. GetGo Communications and Grasshopper are, and following the Proposed Transaction, will continue to be, non-dominant competitive carriers that do not control a substantial portion of the California telecommunications market. The Proposed Transaction does not entail any changes to the rates, terms, and conditions of service at this time. The Proposed

Transaction will be transparent to California consumers and will not result in the discontinuance, reduction, loss, or impairment of service to customers. Rather, as noted, the Proposed Transaction will enable LogMeIn to make available a greater variety of high-quality, innovative services to its existing, and GoTo, customers. Accordingly, Applicants respectfully submit that the information presented in this Joint Application is sufficient to permit the Commission to rule on the transfer of control and further submit that, due to its non-controversial nature, this matter is appropriate for expedited, *ex parte* consideration.

IV

LIST OF EXHIBITS

Exhibit A -	Organizational Documents of Transferee
Exhibit B -	Organizational Documents of Transferor
Exhibit C -	Organizational Documents of GetGo Communications
Exhibit D -	Organizational Documents of Grasshopper
Exhibit E -	Pre-Transaction Ownership Structure of Transferor and Transferee
Exhibit F -	Post-Transaction Ownership Structure of Transferee
Exhibit G -	Scoping Memo
Exhibit H -	Merger Agreement
Exhibit I	Financial Information

V

CONCLUSION

WHEREFORE, the Applicants respectfully request that the Commission issue an ex parte order, effective upon the date of issue, approving the transfer of control of GetGo Communications, formerly known as Citrix Communications, and Grasshopper to Transferee.

Dated this 13th day of October, 2016.

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Counsel for Citrix Systems, Inc., GetGo Communications LLC, formerly known as Citrix Communications, LLC, and Grasshopper Group, LLC

Verifications

COMMONWEALTH OF MASSACHUSETTS §
§
COUNTY OF Middlesex §

VERIFICATION

I, Tony Gomes, hereby certify that I am Senior Vice President and General Counsel of Citrix Systems, Inc.; that I am authorized to make this certification on behalf of Citrix Systems, Inc.; that the foregoing filing was prepared under my direction and supervision; and that the contents with respect to Citrix Systems, Inc. and Grasshopper Group, LLC are true and correct to the best of my knowledge, information and belief.

Tony Gomes

Name: Tony Gomes
Title: Senior Vice President and General Counsel
Citrix Systems, Inc.

Subscribed and sworn to before me, in and for the State and County named above this 12th day of August, 2016.

Collette D'Amico-Gremmon

Notary Public, Collette D'Amico-Gremmon

My Commission Expires: April 1, 2022

COLLETTE D'AMICO GREMMON
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
April 1, 2022

COMMONWEALTH OF MASSACHUSETTS §
§
COUNTY OF SUFFOLK §

VERIFICATION

I, Michael Donahue, state that I am Senior Vice President, General Counsel, and Secretary of LogMeIn, Inc. (the "Company"); that I am authorized to make this Verification on behalf of the Company; that the foregoing filing was prepared under my direction and supervision; and that the contents with respect to the Company are true and correct to the best of my knowledge, information, and belief.

Michael Donahue
Senior Vice President, General Counsel & Secretary
LogMeIn, Inc.

Sworn and subscribed before me this 12 day of August, 2016.

KATHRYN CLAIRE YANCEY
MY COMM. EXPIRES SEPTEMBER 7, 2018
NOTARY PUBLIC COMMONWEALTH OF MASSACHUSETTS

Notary Public

My commission expires 9/7/18.

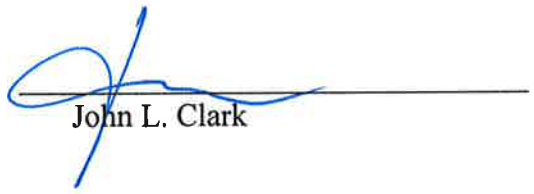
VERIFICATION

I, John L. Clark, am one of the attorneys for GetGo Communications LLC, formerly known as Citrix Communications LLC, ("GetGo Communications"). Neither GetGo Communications nor any of its officers or members is present in the City and County of San Francisco, which is where I maintain my office, and for that reason I am making this verification on its behalf.

The statements in the joint application and the exhibits thereto are true and correct to the best of my knowledge, except as to those matters that are therein stated on information and belief, and as to those matters I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 13th day of October 2016 at San Francisco, California.



John L. Clark

VERIFICATION

I, John L. Clark, am one of the attorneys for Grasshopper Group, LLC ("Grasshopper"). Neither Grasshopper nor any of its officers or members is present in the City and County of San Francisco, which is where I maintain my office, and for that reason I am making this verification on its behalf.

The statements in the joint application and the exhibits thereto are true and correct to the best of my knowledge, except as to those matters that are therein stated on information and belief, and as to those matters I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

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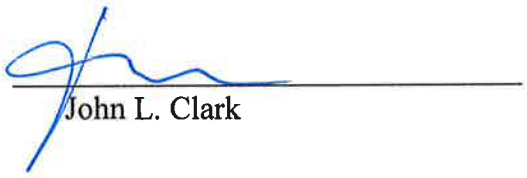


John L. Clark

Exhibit A

Organizational Documents of Transferee

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS FILED FROM AND INCLUDING THE RESTATED CERTIFICATE OR A MERGER WITH A RESTATED CERTIFICATE ATTACHED OF "LOGMEIN, INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

RESTATED CERTIFICATE, FILED THE SEVENTH DAY OF JULY, A.D. 2009, AT 9:06 O`CLOCK A.M.

CERTIFICATE OF MERGER, FILED THE SIXTEENTH DAY OF DECEMBER, A.D. 2015, AT 1:50 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2015.

3830661 8100X
SR# 20165347560

Authentication: 202821015
Date: 08-12-16

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:12 AM 07/07/2009
FILED 09:06 AM 07/07/2009
SRV 090676770 - 3830661 FILE

RESTATED CERTIFICATE OF INCORPORATION

OF

LOGMEIN, INC.

(originally incorporated on August 3, 2004 under the name 3amLabs, Inc.)

FIRST: The name of the Corporation is LogMeIn, Inc.

SECOND: The address of the Corporation's registered office in the State of Delaware is 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is the Corporation Services Company.

THIRD: The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of all classes of stock which the Corporation shall have authority to issue is 80,000,000 shares, consisting of (i) 75,000,000 shares of Common Stock, $0.01 par value per share ("Common Stock"), and (ii) 5,000,000 shares of Preferred Stock, $0.01 par value per share ("Preferred Stock").

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation.

A COMMON STOCK.

1. General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights of the holders of the Preferred Stock of any series as may be designated by the Board of Directors upon any issuance of the Preferred Stock of any series.

2. Voting. The holders of the Common Stock shall have voting rights at all meetings of stockholders, each such holder being entitled to one vote for each share thereof held by such holder; provided, however, that, except as otherwise required by law, holders of Common Stock shall not be entitled to vote on any amendment to this Certificate of Incorporation (which, as used herein, shall mean the certificate of incorporation of the Corporation, as amended from time to time, including the terms of any certificate of designations of any series of Preferred Stock) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together as a class with the holders of one or more other such series, to vote thereon pursuant to this Certificate of Incorporation. There shall be no cumulative voting.

The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law of the State of Delaware.

3. Dividends. Dividends may be declared and paid on the Common Stock from funds lawfully available therefor as and when determined by the Board of Directors and subject to any preferential dividend or other rights of any then outstanding Preferred Stock.

4. Liquidation. Upon the dissolution or liquidation of the Corporation, whether voluntary or involuntary, holders of Common Stock will be entitled to receive all assets of the Corporation available for distribution to its stockholders, subject to any preferential or other rights of any then outstanding Preferred Stock.

B PREFERRED STOCK.

Preferred Stock may be issued from time to time in one or more series, each of such series to have such terms as stated or expressed herein and in the resolution or resolutions providing for the issue of such series adopted by the Board of Directors of the Corporation as hereinafter provided. Any shares of Preferred Stock which may be redeemed, purchased or acquired by the Corporation may be reissued except as otherwise provided by law.

Authority is hereby expressly granted to the Board of Directors from time to time to issue the Preferred Stock in one or more series, and in connection with the creation of any such series, by adopting a resolution or resolutions providing for the issuance of the shares thereof and by filing a certificate of designations relating thereto in accordance with the General Corporation Law of the State of Delaware, to determine and fix the number of shares of such series and such voting powers, full or limited, or no voting powers, and such designations, preferences and relative participating, optional or other special rights, and qualifications, limitations or restrictions thereof, including without limitation thereof, dividend rights, conversion rights, redemption privileges and liquidation preferences, as shall be stated and expressed in such resolutions, all to the full extent now or hereafter permitted by the General Corporation Law of the State of Delaware. Without limiting the generality of the foregoing, the resolutions providing for issuance of any series of Preferred Stock may provide that such series shall be superior or rank equally or be junior to any other series of Preferred Stock to the extent permitted by law.

The number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares then outstanding) by the affirmative vote of the holders of a majority of the voting power of the capital stock of the Corporation entitled to vote thereon, voting as a single class, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law of the State of Delaware.

FIFTH: Except as otherwise provided herein, the Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute and this Certificate of Incorporation, and all rights conferred upon stockholders herein are granted subject to this reservation.

SIXTH: In furtherance and not in limitation of the powers conferred upon it by the General Corporation Law of the State of Delaware, and subject to the terms of any series of Preferred Stock, the Board of Directors shall have the power to adopt, amend, alter or repeal the By-laws of the Corporation by the affirmative vote of a majority of the directors present at any regular or special meeting of the Board of Directors at which a quorum is present. The stockholders may not adopt, amend, alter or repeal the By-laws of the Corporation, or adopt any provision inconsistent therewith, unless such action is approved, in addition to any other vote required by this Certificate of Incorporation, by the affirmative vote of the holders of at least seventy-five percent (75%) of the votes that all the stockholders would be entitled to cast in any annual election of directors or class of directors. Notwithstanding any other provisions of law, this Certificate of Incorporation or the By-laws of the Corporation, and notwithstanding the fact that a lesser percentage may be specified by law, the affirmative vote of the holders of at least seventy-five percent (75%) of the votes which all the stockholders would be entitled to cast in any annual election of directors or class of directors shall be required to amend or repeal, or to adopt any provision inconsistent with, this Article SIXTH.

SEVENTH: Except to the extent that the General Corporation Law of the State of Delaware prohibits the elimination or limitation of liability of directors for breaches of fiduciary duty, no director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty as a director, notwithstanding any provision of law imposing such liability. No amendment to or repeal of this provision shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal. If the General Corporation Law of the State of Delaware is amended to permit further elimination or limitation of the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware as so amended.

EIGHTH: The Corporation shall provide indemnification as follows:

1. Actions, Suits and Proceedings Other than by or in the Right of the Corporation. The Corporation shall indemnify each person who was or is a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was, or has agreed to become, a director or officer of the Corporation, or is or was serving, or has agreed to serve, at the request of the Corporation, as a director, officer, partner, employee or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan) (all such persons being referred to hereafter as an "Indemnitee"), or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees), liabilities, losses, judgments, fines, excise taxes and penalties arising under the Employee Retirement Income Security Act of 1974, and amounts paid in settlement actually and reasonably incurred by or on behalf of Indemnitee in connection with such action, suit or proceeding and any appeal therefrom, if Indemnitee acted in good faith and in a manner which Indemnitee reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that Indemnitee did not act in good faith and in a manner which Indemnitee reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

2. Actions or Suits by or in the Right of the Corporation. The Corporation shall indemnify any Indemnitee who was or is a party to or threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that Indemnitee is or was, or has agreed to become, a director or officer of the Corporation, or is or was serving, or has agreed to serve, at the request of the Corporation, as a director, officer, partner, employee or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan), or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees) and, to the extent permitted by law, amounts paid in settlement actually and reasonably incurred by or on behalf of Indemnitee in connection with such action, suit or proceeding and any appeal therefrom, if Indemnitee acted in good faith and in a manner which Indemnitee reasonably believed to be in, or not opposed to, the best interests of the Corporation, except that no indemnification shall be made under this Section 2 in respect of any claim, issue or matter as to which Indemnitee shall have been adjudged to be liable to the Corporation, unless, and only to the extent, that the Court of Chancery of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of such liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to

indemnity for such expenses (including attorneys' fees) which the Court of Chancery of Delaware or such other court shall deem proper.

3. Indemnification for Expenses of Successful Party. Notwithstanding any other provisions of this Article EIGHTH, to the extent that an Indemnitee has been successful, on the merits or otherwise, in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article EIGHTH, or in defense of any claim, issue or matter therein, or on appeal from any such action, suit or proceeding, Indemnitee shall be indemnified against all expenses (including attorneys' fees) actually and reasonably incurred by or on behalf of Indemnitee in connection therewith. Without limiting the foregoing, if any action, suit or proceeding is disposed of, on the merits or otherwise (including a disposition without prejudice), without (i) the disposition being adverse to Indemnitee, (ii) an adjudication that Indemnitee was liable to the Corporation, (iii) a plea of guilty or nolo contendere by Indemnitee, (iv) an adjudication that Indemnitee did not act in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and (v) with respect to any criminal proceeding, an adjudication that Indemnitee had reasonable cause to believe his or her conduct was unlawful, Indemnitee shall be considered for the purposes hereof to have been wholly successful with respect thereto.

4. Notification and Defense of Claim. As a condition precedent to an Indemnitee's right to be indemnified, such Indemnitee must notify the Corporation in writing as soon as practicable of any action, suit, proceeding or investigation involving such Indemnitee for which indemnity will or could be sought. With respect to any action, suit, proceeding or investigation of which the Corporation is so notified, the Corporation will be entitled to participate therein at its own expense and/or to assume the defense thereof at its own expense, with legal counsel reasonably acceptable to Indemnitee. After notice from the Corporation to Indemnitee of its election so to assume such defense, the Corporation shall not be liable to Indemnitee for any legal or other expenses subsequently incurred by Indemnitee in connection with such action, suit, proceeding or investigation, other than as provided below in this Section 4. Indemnitee shall have the right to employ his or her own counsel in connection with such action, suit, proceeding or investigation, but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of Indemnitee unless (i) the employment of counsel by Indemnitee has been authorized by the Corporation, (ii) counsel to Indemnitee shall have reasonably concluded that there may be a conflict of interest or position on any significant issue between the Corporation and Indemnitee in the conduct of the defense of such action, suit, proceeding or investigation or (iii) the Corporation shall not in fact have employed counsel to assume the defense of such action, suit, proceeding or investigation, in each of which cases the fees and expenses of counsel for Indemnitee shall be at the expense of the Corporation, except as otherwise expressly provided by this Article EIGHTH. The Corporation shall not be entitled, without the consent of Indemnitee, to assume the defense of any claim brought by or in the right of the Corporation or as to which counsel for Indemnitee shall have reasonably made the conclusion provided for in clause (ii) above. The Corporation shall not be required to indemnify Indemnitee under this Article EIGHTH for any amounts paid in settlement of any action, suit, proceeding or investigation effected without its written consent. The Corporation shall not settle any action, suit, proceeding or investigation in any manner which would impose any penalty or limitation on Indemnitee without Indemnitee's written consent. Neither the Corporation nor Indemnitee will unreasonably withhold or delay its consent to any proposed settlement.

5. Advance of Expenses. Subject to the provisions of Section 6 of this Article EIGHTH, in the event of any threatened or pending action, suit, proceeding or investigation of which the Corporation receives notice under this Article EIGHTH, any expenses (including attorneys' fees) incurred by or on behalf of Indemnitee in defending an action, suit, proceeding or investigation or any appeal therefrom shall be paid by the Corporation in advance of the final disposition of such matter; provided, however, that the payment of such expenses incurred by or on behalf of Indemnitee in advance of the final disposition of such matter shall be made only upon receipt of an undertaking by or on behalf of

Indemnitee to repay all amounts so advanced in the event that it shall ultimately be determined that Indemnitee is not entitled to be indemnified by the Corporation as authorized in this Article EIGHTH; and provided further that no such advancement of expenses shall be made under this Article EIGHTH if it is determined (in the manner described in Section 6) that (i) Indemnitee did not act in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, or (ii) with respect to any criminal action or proceeding, Indemnitee had reasonable cause to believe his or her conduct was unlawful. Such undertaking shall be accepted without reference to the financial ability of Indemnitee to make such repayment.

6. Procedure for Indemnification and Advancement of Expenses. In order to obtain indemnification or advancement of expenses pursuant to Section 1, 2, 3 or 5 of this Article EIGHTH, an Indemnitee shall submit to the Corporation a written request. Any such advancement of expenses shall be made promptly, and in any event within 60 days after receipt by the Corporation of the written request of Indemnitee, unless (i) the Corporation has assumed the defense pursuant to Section 4 of this Article EIGHTH (and none of the circumstances described in Section 4 of this Article EIGHTH that would nonetheless entitle the Indemnitee to indemnification for the fees and expenses of separate counsel have occurred) or (ii) the Corporation determines within such 60-day period that Indemnitee did not meet the applicable standard of conduct set forth in Section 1, 2 or 5 of this Article EIGHTH, as the case may be. Any such indemnification, unless ordered by a court, shall be made with respect to requests under Section 1 or 2 only as authorized in the specific case upon a determination by the Corporation that the indemnification of Indemnitee is proper because Indemnitee has met the applicable standard of conduct set forth in Section 1 or 2, as the case may be. Such determination shall be made in each instance (a) by a majority vote of the directors of the Corporation consisting of persons who are not at that time parties to the action, suit or proceeding in question ("disinterested directors"), whether or not a quorum, (b) by a committee of disinterested directors designated by majority vote of disinterested directors, whether or not a quorum, (c) if there are no disinterested directors, or if the disinterested directors so direct, by independent legal counsel (who may, to the extent permitted by law, be regular legal counsel to the Corporation) in a written opinion, or (d) by the stockholders of the Corporation.

7. Remedies. The right to indemnification or advancement of expenses as granted by this Article EIGHTH shall be enforceable by Indemnitee in any court of competent jurisdiction. Neither the failure of the Corporation to have made a determination prior to the commencement of such action that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Corporation pursuant to Section 6 of this Article EIGHTH that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct. Indemnitee's expenses (including attorneys' fees) reasonably incurred in connection with successfully establishing Indemnitee's right to indemnification, in whole or in part, in any such proceeding shall also be indemnified by the Corporation. Notwithstanding the foregoing, in any suit brought by Indemnitee to enforce a right to indemnification hereunder it shall be a defense that the Indemnitee has not met any applicable standard for indemnification set forth in the General Corporation Law of the State of Delaware.

8. Limitations. Notwithstanding anything to the contrary in this Article EIGHTH, except as set forth in Section 7 of this Article EIGHTH, the Corporation shall not indemnify an Indemnitee pursuant to this Article EIGHTH in connection with a proceeding (or part thereof) initiated by such Indemnitee unless the initiation thereof was approved by the Board of Directors of the Corporation. Notwithstanding anything to the contrary in this Article EIGHTH, the Corporation shall not indemnify an Indemnitee to the extent such Indemnitee is reimbursed from the proceeds of insurance, and in the event the Corporation makes any indemnification payments to an Indemnitee and such Indemnitee is subsequently reimbursed from the proceeds of insurance, such Indemnitee shall promptly refund indemnification payments to the Corporation to the extent of such insurance reimbursement.

9. Subsequent Amendment. No amendment, termination or repeal of this Article EIGHTH or of the relevant provisions of the General Corporation Law of the State of Delaware or any other applicable laws shall adversely affect or diminish in any way the rights of any Indemnitee to indemnification under the provisions hereof with respect to any action, suit, proceeding or investigation arising out of or relating to any actions, transactions or facts occurring prior to the final adoption of such amendment, termination or repeal.

10. Other Rights. The indemnification and advancement of expenses provided by this Article EIGHTH shall not be deemed exclusive of any other rights to which an Indemnitee seeking indemnification or advancement of expenses may be entitled under any law (common or statutory), agreement or vote of stockholders or disinterested directors or otherwise, both as to action in Indemnitee's official capacity and as to action in any other capacity while holding office for the Corporation, and shall continue as to an Indemnitee who has ceased to be a director or officer, and shall inure to the benefit of the estate, heirs, executors and administrators of Indemnitee. Nothing contained in this Article EIGHTH shall be deemed to prohibit, and the Corporation is specifically authorized to enter into, agreements with officers and directors providing indemnification rights and procedures different from those set forth in this Article EIGHTH. In addition, the Corporation may, to the extent authorized from time to time by its Board of Directors, grant indemnification rights to other employees or agents of the Corporation or other persons serving the Corporation and such rights may be equivalent to, or greater or less than, those set forth in this Article EIGHTH.

11. Partial Indemnification. If an Indemnitee is entitled under any provision of this Article EIGHTH to indemnification by the Corporation for some or a portion of the expenses (including attorneys' fees), judgments, fines or amounts paid in settlement actually and reasonably incurred by or on behalf of Indemnitee in connection with any action, suit, proceeding or investigation and any appeal therefrom but not, however, for the total amount thereof, the Corporation shall nevertheless indemnify Indemnitee for the portion of such expenses (including attorneys' fees), judgments, fines or amounts paid in settlement to which Indemnitee is entitled.

12. Insurance. The Corporation may purchase and maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan) against any expense, liability or loss incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the General Corporation Law of the State of Delaware.

13. Savings Clause. If this Article EIGHTH or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each Indemnitee as to any expenses (including attorneys' fees), judgments, fines and amounts paid in settlement in connection with any action, suit, proceeding or investigation, whether civil, criminal or administrative, including an action by or in the right of the Corporation, to the fullest extent permitted by any applicable portion of this Article EIGHTH that shall not have been invalidated and to the fullest extent permitted by applicable law.

14. Definitions. Terms used herein and defined in Section 145(h) and Section 145(i) of the General Corporation Law of the State of Delaware shall have the respective meanings assigned to such terms in such Section 145(h) and Section 145(i).

NINTH: This Article NINTH is inserted for the management of the business and for the conduct of the affairs of the Corporation.

1. General Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

2. Number of Directors; Election of Directors. Subject to the rights of holders of any series of Preferred Stock to elect directors, the number of directors of the Corporation shall be established by the Board of Directors. Election of directors need not be by written ballot, except as and to the extent provided in the By-laws of the Corporation.

3. Classes of Directors. Subject to the rights of holders of any series of Preferred Stock to elect directors, the Board of Directors shall be and is divided into three classes, designated Class I, Class II and Class III. Each class shall consist, as nearly as may be possible, of one-third of the total number of directors constituting the entire Board of Directors. The Board of Directors is authorized to assign members of the Board of Directors already in office to Class I, Class II or Class III at the time such classification becomes effective.

4. Terms of Office. Subject to the rights of holders of any series of Preferred Stock to elect directors, each director shall serve for a term ending on the date of the third annual meeting of stockholders following the annual meeting of stockholders at which such director was elected; provided that each director initially assigned to Class I shall serve for a term expiring at the Corporation's first annual meeting of stockholders held after the effectiveness of this Restated Certificate of Incorporation; each director initially assigned to Class II shall serve for a term expiring at the Corporation's second annual meeting of stockholders held after the effectiveness of this Restated Certificate of Incorporation; and each director initially assigned to Class III shall serve for a term expiring at the Corporation's third annual meeting of stockholders held after the effectiveness of this Restated Certificate of Incorporation; provided further, that the term of each director shall continue until the election and qualification of his or her successor and be subject to his or her earlier death, resignation or removal.

5. Quorum. The greater of (a) a majority of the directors at any time in office and (b) one-third of the number of directors fixed pursuant to Section 2 of this Article NINTH shall constitute a quorum of the Board of Directors. If at any meeting of the Board of Directors there shall be less than such a quorum, a majority of the directors present may adjourn the meeting from time to time without further notice other than announcement at the meeting, until a quorum shall be present.

6. Action at Meeting. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors unless a greater number is required by law or by this Certificate of Incorporation.

7. Removal. Subject to the rights of holders of any series of Preferred Stock, directors of the Corporation may be removed only for cause and only by the affirmative vote of the holders of at least seventy-five percent (75%) of the votes which all the stockholders would be entitled to cast in any annual election of directors or class of directors.

8. Vacancies. Subject to the rights of holders of any series of Preferred Stock, any vacancy or newly created directorship in the Board of Directors, however occurring, shall be filled only by vote of a majority of the directors then in office, although less than a quorum, or by a sole remaining director and shall not be filled by the stockholders. A director elected to fill a vacancy shall hold office until the next election of the class for which such director shall have been chosen, subject to the election and qualification of a successor and to such director's earlier death, resignation or removal.

9. Stockholder Nominations and Introduction of Business, Etc. Advance notice of stockholder nominations for election of directors and other business to be brought by stockholders before a meeting of stockholders shall be given in the manner provided by the By-laws of the Corporation.

10. Amendments to Article. Notwithstanding any other provisions of law, this Certificate of Incorporation or the By-laws of the Corporation, and notwithstanding the fact that a lesser percentage may be specified by law, the affirmative vote of the holders of at least seventy-five percent (75%) of the votes which all the stockholders would be entitled to cast in any annual election of directors or class of directors shall be required to amend or repeal, or to adopt any provision inconsistent with, this Article NINTH.

TENTH: Stockholders of the Corporation may not take any action by written consent in lieu of a meeting. Notwithstanding any other provisions of law, this Certificate of Incorporation or the By-laws of the Corporation, and notwithstanding the fact that a lesser percentage may be specified by law, the affirmative vote of the holders of at least seventy-five percent (75%) of the votes which all the stockholders would be entitled to cast in any annual election of directors or class of directors shall be required to amend or repeal, or to adopt any provision inconsistent with, this Article TENTH.

ELEVENTH: Special meetings of stockholders for any purpose or purposes may be called at any time by only the Board of Directors, the Chairman of the Board or the Chief Executive Officer, and may not be called by any other person or persons. Business transacted at any special meeting of stockholders shall be limited to matters relating to the purpose or purposes stated in the notice of meeting. Notwithstanding any other provisions of law, this Certificate of Incorporation or the By-laws of the Corporation, and notwithstanding the fact that a lesser percentage may be specified by law, the affirmative vote of the holders of at least seventy-five percent (75%) of the votes which all the stockholders would be entitled to cast in any annual election of directors or class of directors shall be required to amend or repeal, or to adopt any provision inconsistent with, this Article ELEVENTH.

IN WITNESS WHEREOF, this Restated Certificate of Incorporation, which restates, integrates and amends the certificate of incorporation of the Corporation, and which has been duly adopted in accordance with Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware, has been executed by its duly authorized officer this 7th day of July, 2009.

LOGMEIN, INC.

By: /s/ Michael J. Donahue
Michael J. Donahue
Vice President and General Counsel

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:50 PM 12/16/2015
FILED 01:50 PM 12/16/2015
SR 20151384616 - File Number 3830661

STATE OF DELAWARE
CERTIFICATE OF MERGER OF FOREIGN CORPORATION INTO A DOMESTIC CORPORATION

Pursuant to Title 8, Section 252 of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is LogMeIn, Inc., a Delaware corporation, and the name of the corporation being merged into this surviving corporation is Ionia Corporation, a Massachusetts corporation.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations pursuant to Title 8 Section 252 of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation is LogMeIn, Inc., a Delaware corporation.

FOURTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation. (If amendments are affected please set forth)

FIFTH: The authorized stock and par value of the non-Delaware corporation is 1,000 common stock - $0 par value.

SIXTH: The merger is to become effective on December 31, 2015.

SEVENTH: The Agreement of Merger is on file at 320 Summer Street Boston, MA 02210, an office of the surviving corporation.

EIGHTH: A copy of the Agreement of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.

IN WITNESS WHEREOF, said surviving corporation has caused this certificate to be signed by an authorized officer, the 7th day of December, A.D., 2015.

By: _____
Authorized Officer

Name: Michael K. Simon
Print or Type

Title: President & CEO

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

LOGMEIN, INC.

FILE NUMBER:	C3940861
REGISTRATION DATE:	08/29/2016
TYPE:	FOREIGN CORPORATION
JURISDICTION:	DELAWARE
STATUS:	ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify:

The records of this office indicate the entity is qualified to transact intrastate business in the State of California.

No information is available from this office regarding the financial condition, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of September 15, 2016.

ALEX PADILLA
Secretary of State

NP-25 (REV 01/2015)

NIA

Exhibit B

Organizational Documents of Transferor

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "CITRUS SYSTEMS, INC.", CHANGING ITS NAME FROM "CITRUS SYSTEMS, INC." TO "CITRIX SYSTEMS, INC.", FILED IN THIS OFFICE ON THE TWENTY-THIRD DAY OF APRIL, A.D. 1990, AT 9 O`CLOCK A.M.

Jeffrey W. Bullock, Secretary of State

2193573 8100
SR# 20165484705

Authentication: 202875143
Date: 08-23-16

You may verify this certificate online at corp.delaware.gov/authver.shtml

909113040

FILED
APR 23 1990

SECRETARY OF STATE

CITRUS SYSTEMS, INC.

RESTATED CERTIFICATE OF INCORPORATION

Citrus Systems, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

1. The name of the corporation is Citrus Systems, Inc. and the original Certificate of Incorporation of the corporation was filed with the Secretary of State of the State of Delaware on April 17, 1989.

2. Pursuant to Sections 242 and 245 of the General Corporation Law of the State of Delaware, this Restated Certificate of Incorporation restates and integrates and further amends the provisions of the Certificate of Incorporation of this corporation.

3. The text of the Restated Certificate of Incorporation as heretofore amended or supplemented is hereby restated and further amended to read in its entirety as set forth in Exhibit A, attached hereto.

IN WITNESS WHEREOF, this Restated Certificate of Incorporation has been signed under the seal of the corporation this 17th day of April, 1990.

CITRUS SYSTEMS, INC.

By: Ronel W. Brittian
Ronel W. Brittian, President

ATTEST:

Graham Burnette,
Assistant Secretary

GB077.W42(CS)
04/13/90

Exhibit A

RESTATED CERTIFICATE OF INCORPORATION OF CITRIX SYSTEMS, INC.

FIRST. The name of the corporation is Citrix Systems, Inc. and the date of filing of its original Certificate of Incorporation with the Secretary of State was April 17, 1989.

SECOND. The address of the corporation's registered office in the State of Delaware is 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

THIRD. The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH. The aggregate number of shares which the corporation shall have authority to issue is 13,039,000, divided into 10,000,000 shares of Common Stock with the par value of $.001 per share, and 3,039,000 shares of Preferred Stock with the par value of $.01 per share, all of which shall be designated "Series A Preferred Stock."

The terms and provisions of the Series A Preferred Stock are as follows:

I. Voting Rights.

A. Each holder of shares of Series A Preferred Stock shall be entitled to vote on all matters and, except as otherwise expressly provided herein, shall be entitled to the number of votes equal to the largest whole number of shares of Common Stock into which such shares of Series A Preferred Stock could be converted, pursuant to the provisions of subparagraph (d) hereof, on the record date for the determination of the shareholders entitled to vote on such matters or, if no such record date is established, in accordance with Delaware law.

B. Each holder of shares of Common Stock shall be entitled to one vote for each share thereof held. Except as otherwise expressly provided herein or as required by law, the holders of Series A Preferred Stock and the holders of Common Stock shall vote together and not as separate classes.

C. Each holder of shares of Series A Preferred Stock and of Common Stock shall have the right to cumulate shares in voting for directors.

II. Dividend Rights.

A. Each issued and outstanding share of Series A Preferred Stock shall entitle the holder of record thereof to receive, when, as and if declared by the Board of Directors, out of any funds legally available therefor, dividends in such amount as the Board of Directors may from time to time determine. Dividends and distributions (other than those payable solely in Common Stock) may be paid, or declared and set aside for payment, upon shares of Common Stock in any calendar year only if dividends shall have been paid, or declared and set apart for payment, on account of all shares of Series A Preferred Stock then issued and outstanding, for such calendar year at an amount per share at least equal to the amount such Series A Preferred Stock would be entitled to receive if such Series A Preferred were converted into Common Stock. The Board of Directors of the Corporation is under no obligation to pay dividends and the dividend preference granted herein to shares of Series A Preferred Stock shall apply only at such time as the Board of Directors may in its discretion decide to pay or declare and set aside for payment any dividends on any shares of Common Stock of the Corporation.

B. The right to dividends upon the issued and outstanding shares of Series A Preferred Stock shall be non-cumulative and shall not be deemed to accrue, whether dividends are earned or whether there be funds legally available therefor, unless and until said dividends shall have been declared by the Board of Directors.

C. The restrictions on dividends and distributions with respect to shares of Common Stock and of Series A Preferred Stock set forth in paragraph (b) hereof are in addition to, and not in derogation of, the other restrictions on such dividends and distributions set forth herein.

III. Liquidation Rights. In the event of a voluntary or involuntary liquidation, dissolution, or winding up of the Corporation, the holders of record of shares of Series A Preferred Stock shall be entitled to receive, out of the assets of the Corporation legally available therefor, One Dollar ($1.00) per share of Series A Preferred Stock (as adjusted for stock splits, stock dividends, recapitalizations, reclassifications and similar events (together herein referred to as "Recapitalization Events")), plus a further amount per share equal to dividends, if any, then declared and unpaid on account of shares of Series A Preferred Stock (together, the "Series A Liquidation Preference Amount") before any payment shall be made or any assets distributed to the holders of shares of Common Stock. After payment to the holders of record of the shares of the Series A Preferred Stock of the amounts set forth in the preceding sentence, the remaining assets of the Corporation shall be distributed in like amounts per share to the

holders of record of the Corporation's stock, each share of Series A Preferred Stock being treated as the number of shares of Common Stock into which it could then be converted for such purpose; provided, however, if the assets and the funds thus distributed would be sufficient to permit the payment to the holders of Series A Preferred Stock of an amount in excess of Three Dollars ($3.00) per share of Series A Preferred Stock (as adjusted for Recapitalization Events) plus the dividends then declared and unpaid on account of the Series A Preferred Stock, then in lieu of the preceding provisions, the entire assets and funds of the Corporation shall be distributed in like amounts per share to the holders of record of the Corporation's stock, each share of Series A Preferred Stock being treated as the number of shares of Common Stock into which it could then be converted for such purpose. If, upon any liquidation, dissolution, or winding up, whether voluntary or involuntary, the assets thus distributed among the holders of the Series A Preferred Stock shall be insufficient to permit payment to such holders of the full Series A Liquidation Preference Amount, then the entire assets of the Corporation to be distributed shall be distributed ratably among the holders of Series A Preferred Stock. A consolidation or merger of the Corporation with or into any other corporation or corporations except where the Corporation is the surviving entity, or a sale of all or substantially all of the assets of the Corporation, shall each be deemed, at the election of a majority in interest of the holders of record of the shares of Series A Preferred Stock, to be a liquidation, dissolution, or winding up within the meaning of this paragraph.

IV. Conversion Rights.

A. Each holder of record of shares of Series A Preferred Stock may, at any time, upon surrender to the Corporation of the certificates therefor at the principal office of the Corporation or at such other place as the Corporation shall designate, convert all or any part of such holder's shares of Series A Preferred Stock into such number of fully paid and non-assessable shares of Common Stock of the Corporation (as such Common Stock shall then be constituted) equal to the product of (A) the number of shares of Series A Preferred Stock which such holder shall then surrender to the Corporation, multiplied by (B) the number determined by dividing One Dollar ($1.00) by the Conversion Price (as hereinafter defined) per share for the Series A Preferred Stock in effect at the time of conversion.

B. All outstanding shares of Series A Preferred Stock shall be deemed automatically converted into such number of shares of Common Stock as are determined in accordance with subparagraph (d) (i) hereof upon (A) the consummation of a firm commitment underwritten public offering of the securities of the Corporation pursuant to a registration statement filed with the Securities and

Exchange Commission pursuant to the Securities Act of 1933, as amended, where the aggregate sales price of such securities (before deduction of underwriting discounts and expenses of sale) is not less than $7,500,000 and the per share sales price of such securities before such deductions is not less than Five Dollars ($5.00), as adjusted for Recapitalization Events, or (8) the affirmative vote of the holders of record of a majority in interest of the outstanding shares of Series A Preferred Stock, voting as a class to that effect (either such event being hereinafter referred to as an "Automatic Conversion Event") On or after the date of occurrence of an Automatic Conversion Event, and in any event within ten (10) days after receipt of notice, by mail, postage prepaid from the Corporation of the occurrence of such event, each holder of record of shares of Series A Preferred Stock shall surrender such holder's certificates evidencing such shares at the principal office of the Corporation or at such other place as the Corporation shall designate, and shall thereupon be entitled to receive certificates evidencing the number of shares of Common Stock into which such shares of Series A Preferred Stock are converted. On the date of the occurrence of an Automatic Conversion Event, each holder of record of shares of Series A Preferred Stock shall be deemed to be the holder of record of the Common Stock issuable upon such conversion, notwithstanding that the certificates representing such shares of Series A Preferred Stock shall not have been surrendered at the office of the Corporation, that notice from the Corporation shall not have been received by any holder of record of shares of Series A Preferred Stock, or that the certificates evidencing such shares of Common Stock shall not then be actually delivered to such holder.

C. For purposes of this Certificate of Incorporation:

"Conversion Price" shall mean the price at which shares of the Common Stock shall be deliverable upon conversion of the Series A Preferred Stock. The Conversion Price shall initially be $1.00. The Conversion Price shall be subject to adjustment as provided below:

1. In the event the Corporation at any time or from time to time shall declare or pay any dividend on the Common Stock payable in Common Stock, or effect a subdivision of the outstanding shares of Common Stock into a greater number of shares of Common Stock (by reclassification, stock split or otherwise than by payment of a dividend in Common Stock), then and in any such event, the Conversion Price in effect shall be proportionately decreased:

a. in the case of any such dividend, immediately after the close of business on the

record date for the determination of holders of any class of securities entitled to receive such dividend, or

b. in the case of any such subdivision, at the close of business on the date immediately prior to the date upon which such subdivision becomes effective.

2. In the event the outstanding shares of Common Stock shall be combined or consolidated, by reclassification or otherwise, into a lesser number of shares of Common Stock, the Conversion Price in effect immediately prior to such combination or consolidation shall, concurrently with the effectiveness of such combination or consolidation, be proportionately increased.

3. In case of any consolidation or merger of the Corporation with or into another corporation or the conveyance of all or substantially all of the assets of the Corporation to another corporation, each share of Series A Preferred Stock shall thereafter be convertible into the number of shares of stock or other securities or property to which a holder of the number of shares of Common Stock of the Corporation deliverable upon conversion of such Series A Preferred Stock would have been entitled upon such consolidation, merger or conveyance; and, in any such case, appropriate adjustment (as determined by the Board of Directors) shall be made in the application of the provisions herein set forth with respect to the rights and interest thereafter of the holders of the Series A Preferred Stock, to the end that the provisions set forth herein (including provisions with respect to changes in and other adjustments of the Conversion Price) shall thereafter be applicable, as nearly as reasonably may be possible, in relation to any shares of stock or other property thereafter deliverable upon the conversion of the Series A Preferred Stock.

4. If the Common Stock issuable upon conversion of the Series A Preferred Stock shall be changed into the same or a different number of shares of any other class or classes of stock, whether by capital reorganization, reclassification or otherwise (other than a subdivision or combination of shares provided for above), the Conversion Price then in

effect shall, concurrently with the effectiveness of such reorganization or reclassification, be proportionately adjusted such that the Series A Preferred Stock shall be convertible into, in lieu of the number of shares of Common Stock which the holder would otherwise have been entitled to receive, a number of shares of such other class or classes of stock into which the Common Stock issuable upon conversion of the Series A Preferred Stock immediately prior to such effectiveness would have been changed.

D. Whenever the Conversion Price or the amount of Common Stock or other securities deliverable upon the conversion of Series A Preferred Stock shall be adjusted pursuant to the provisions hereof, the Corporation shall forthwith file, at its principal executive office and with any transfer agent or agents for its Series A Preferred Stock and Common Stock, a statement, signed by the Chairman of the Board, President, or one of the Vice Presidents of the Corporation, and by its Chief Financial Officer or one of its Assistant Treasurers, stating the newly adjusted Conversion Price and adjusted amount of its Common Stock or other securities deliverable per share of Series A Preferred Stock calculated to the nearest one one-hundredth and setting forth in reasonable detail the method of calculation and the facts requiring such adjustment and upon which such calculation is based. A copy of such statement shall be sent to each holder of Series A Preferred Stock. Each adjustment shall remain in effect until a subsequent adjustment hereunder is required.

E. The Corporation shall at all times reserve and keep available out of its authorized but unissued Common Stock the full number of shares of Common Stock deliverable upon the conversion of all the then outstanding shares of Series A Preferred Stock and shall take all such action and obtain all such permits or orders as may be necessary to enable the Corporation lawfully to issue such Common Stock upon the conversion of Series A Preferred Stock.

F. No fractions of shares of Common Stock shall be issued upon conversion, but in lieu thereof the Corporation shall pay cash equal to such fraction multiplied by the fair market value of a share of Common Stock as determined by the Board of Directors.

G. The Corporation will not, by amendment of this Certificate of Designation or by amendment of its Certificate of Incorporation (the "Charter") or through any reorganization, transfer of assets, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but will at all times in

good faith assist in the carrying out of all the provisions of this paragraph (d) and in the taking of all such action as may be necessary or appropriate in order to protect the conversion rights of the holders of the Series A Preferred Stock against impairment.

V. Redemption. The Series A Preferred Stock shall, at the election of the holders of the Series A Preferred Stock, be redeemed by the Corporation in two equal installments in accordance with the following provisions:

A. Election to Redeem. The Corporation shall redeem the Series Preferred Stock at the times, and pursuant to the terms, set forth below, if the Corporation receives written certification (the "Redemption Certificate") that holders of no less than sixty-seven percent (67%) of the then outstanding Series A Preferred Stock (the "Electing Holders") have elected in favor of redemption (the "Redemption Election") The Redemption Certificate shall be signed by the Electing Holders and shall be delivered to the Corporation at its principal office, on or before July 1, 1996.

B. Redemption Price. The Series A Preferred Stock shall be redeemed by the Corporation paying in cash, out of funds legally available therefor, an amount equal to (A) the greater of (1) $1.00 per share (adjusted for any Recapitalization Events with respect to such shares) or (2) the fair market value per share as of a date within forty-five (45) days after receipt by the Corporation of the Redemption Certificate, determined as set forth below, plus (B) all unpaid dividends declared thereon prior to and including the date fixed for redemption (the "Redemption Price") The fair market value of the Series A Preferred Stock shall be determined as follows: The Board of Directors shall determine the fair market value of the Series A Preferred Stock; provided, however, (A) if the Board of Directors determines that the fair market value of each share of Series A Preferred Stock is greater than One Dollar ($1.00) (adjusted for any Recapitalization Events with respect to such shares), the Corporation shall promptly give the stockholders notice thereof and the holders of a majority of the Corporation's then outstanding Common Stock shall have the right to contest such determination by giving notice thereof to the Corporation within fifteen (15) days of the receipt of the Corporation's notice, and in such event the fair market value of the Series A Preferred Stock shall be determined by an independent appraiser paid by the Corporation and mutually acceptable to the Corporation, the holders of a majority of the Common Stock and the holders of a majority of the then outstanding Series A Preferred Stock or (B) if the holders of a majority of the then outstanding Series A Preferred Stock contest the determination of the Board of Directors, then the fair market value of the Series A Preferred Stock shall be determined by an independent appraiser mutually acceptable to a majority of disinterested directors and holders of

a majority of the then outstanding Series A Preferred Stock. In the event that the holders of a majority of the Series A Preferred Stock contest the Board of Director's fair market value determination, the cost of appraisal shall be borne as follows:

1. if the fair market value determined by the independent appraiser is less than or equal to ninety percent (90%) of the fair market value as determined by the Board of Directors, then cost of appraisal shall be borne by the hold-as of the Series A Preferred Stock pro rata based on the number if shares held;

2. if the fair market value determined by the appraiser is equal to or greater than one-hundred and ten percent (110%) of the fair market value as determined by the Board of Directors, then the cost of appraisal shall be borne by the Corporation;

3. if the fair market value of the Series A Preferred Stock as determined by the independent appraiser is between ninety and one-hundred and ten percent (90-110%) of the fair market value as determined by the Board of Directors, then the cost of appraisal shall be borne 50% by the Corporation and 50% by the holders of Series A Preferred Stock, with each such holder paying a pro rata portion of such cost based on the number of shares held.

C. Mandatory Redemption; Two Installments. The Redemption Election constitutes an election in favor of a mandatory redemption of all shares of Series A Preferred Stock. The Series A Preferred Stock shall be redeemed in two equal installments, with each holder thereof redeeming 50% of such holder's Series A Preferred Stock in the first installment and the remaining Series A Preferred Stock being redeemed in the second installment. Subject to the Corporation having funds legally available, the closing of the first installment shall occur on or about October 1, 1996 (the "First Redemption Date") and the closing of the second installment shall take place on or about October 1, 1997 (the "Second Redemption Date"). If the Corporation shall not have sufficient funds legally available for redeeming the Series A Preferred Stock at the First Redemption Date or the Second Redemption Date, respectively, the Corporation shall redeem a pro rata portion of each holder's shares of Series A Preferred Stock out of funds legally available therefor and shall redeem the remaining shares to have been redeemed in such installment as soon as practicable after the Corporation has funds legally available there for.

D. Redemption Notice. If the Redemption Election has been received, the Corporation shall mail, postage prepaid, not less than 30 days nor more than 60 days prior to the First and Second Redemption Dates, written notice thereof (the "Redemption Notice"), to each holder of record of the Series A Preferred Stock, at his post office address last shown on the records of the Corporation. Each such Redemption Notice shall state:

1. The number of shares of Series A Preferred Stock held by the holder that the Corporation shall redeem on the Redemption Date specified in the Redemption Notice;

2. The Redemption Date and Redemption Price;

3. The date upon which the holder's conversion rights (as set forth in paragraph (d) above) as to such shares terminate which termination shall be five days before the Redemption Date; and

4. That the holder is to surrender to the Corporation, in the manner and at the place designated, his certificate or certificates representing the shares of Series A Preferred Stock to be redeemed.

E. Surrender of Certificates; Payment. On or before each Redemption Date, each holder of shares of Series A Preferred Stock to be redeemed on such Redemption Date, unless such holder has exercised his right to convert the shares as provided in paragraph (d) hereof, shall surrender the certificate or certificates representing such shares to the Corporation, in the manner and at the place designated in the Redemption Notice, and thereupon the Redemption Price for such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof, and each surrendered certificate shall be cancelled and retired. In the event less than all of the shares represented by such certificate are redeemed, a new certificate representing the unredeemed shares shall be issued forthwith.

F. Rights Subsequent to Redemption. If the Redemption Notice shall have been duly given, and if on each Redemption Date the Redemption Price therefor is either paid or made available for payment through the deposit arrangement specified in subparagraph (vii) below, then notwithstanding that the certificates evidencing any of the shares of Series A Preferred Stock so called for redemption shall not have been surrendered, the dividends with respect to such shares shall cease to accrue after he Redemption Date and all rights with respect to such shares shall forthwith terminate after the Redemption Date, except only the right of the holders to

receive the Redemption Price without interest upon surrender of their certificate or certificates therefor.

G. Deposit of Funds. On or prior to each Redemption Date, the Corporation shall deposit with any bank or trust company, having a capital and surplus of at least $100,000, 000 as a trust fund, a sum equal to the aggregate Redemption Price of all shares of Series A Preferred Stock called for redemption on such Redemption Date and not yet redeemed or converted, with irrevocable instructions and authority to the bank or trust company to pay, on and after each such Redemption Date, the Redemption Price to the respective holders upon the surrender of their share certificates. From and after the date of such deposit (but not prior to each Redemption Date), the shares so called for redemption on such Redemption Date shall be redeemed. The deposit shall constitute full payment of the shares of their holders, and from and after each Redemption Date the shares redeemed on such Redemption Date shall be deemed to be no longer outstanding, and the holders thereof shall cease to be shareholders with respect to such shares and shall have no rights with respect thereto except the rights to receive, from the bank or trust company, payment of the Redemption Price of the shares, without interest, upon surrender of their certificates therefor. Any funds so deposited and unclaimed at the end of one year from the Second Redemption Date shall be released or repaid to the Corporation, after which the holders of shares called for redemption shall be entitled to receive payment of the Redemption Price only from the Corporation.

VI. Protective Provisions. So long as any shares of Series A Preferred Stock are outstanding, the Corporation shall not, without the affirmative vote of the holders of record of 66 2/3% of the outstanding shares of Series A Preferred Stock voting as a class:

A. Amend, repeal or modify any provision of, or add any provision to, the Corporation's Charter or By-laws or this Certificate of Designation if such action would alter or change the rights, preferences, privileges or powers of, or the restrictions provided for the benefit of, the Series A Preferred Stock so as to affect the Series A Preferred Stock adversely;

B. Authorize, create or issue any additional shares of Series A Preferred Stock, or authorize or create shares of any class or series of stock having any preference or priority as to dividends or assets superior to or on a parity with any such preference or priority of the Series A Preferred Stock, or authorize, create or issue shares of any class or series or any bonds, debentures, notes or other obligations convertible into or exchangeable for, or having optional rights to purchase, any shares of the Corporation having any such preference or priority;

C. Reclassify the shares of Common Stock or any other shares of stock hereafter created junior to the Series A Preferred Stock as to dividends or assets into shares of Series A Preferred Stock or into shares having any preference or priority as to dividends or assets superior to or on a parity with that of the Series A Preferred Stock; or

D. Merge with or consolidate into any corporation, firm or entity, or sell, lease or otherwise dispose of all or substantially all of its assets unless the Corporation is the surviving entity.

FIFTH. The Board of Directors of the corporation is expressly authorized to make, alter or repeal Bylaws of the corporation, but the stockholders may make additional Bylaws and may author or repeal any Bylaw whether adopted by them or otherwise.

SIXTH. Elections of directors need not be by written ballot except and to the extent provided in the Bylaws of the corporation.

SEVENTH. (a) To the fullest extent permitted by the Delaware General Corporation Law as the same exists or as may hereafter be amended, a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

(b) The corporation shall indemnify to the fullest extent permitted by law any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he, his testator or intestate is or was a director, officer or employee of the corporation or any predecessor of the corporation or serves or served any other enterprise as a director, officer or employee at the request of the corporation or any predecessor to the corporation.

(c) Neither any amendment nor repeal of this Article SEVENTH, nor the adoption of any provision of this corporation's Certificate of Incorporation inconsistent with this Article SEVENTH, shall eliminate or reduce the effect of this Article SEVENTH in respect of any matter occurring, or any action or proceeding accruing or arising or that, but for this Article SEVENTH, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

CITRIX SYSTEMS, INC.

FILE NUMBER:	C1862243
REGISTRATION DATE:	07/22/1993
TYPE:	FOREIGN CORPORATION
JURISDICTION:	DELAWARE
STATUS:	ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify:

The records of this office indicate the entity is qualified to transact intrastate business in the State of California.

No information is available from this office regarding the financial condition, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of August 29, 2016.

ALEX PADILLA
Secretary of State

NP-25 (REV 01/2015)

ABW

Exhibit C

Organizational Documents of GetGo Communications

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "CITRIX COMMUNICATIONS LLC", CHANGING ITS NAME FROM "CITRIX COMMUNICATIONS LLC" TO "GETGO COMMUNICATIONS LLC", FILED IN THIS OFFICE ON THE THIRTY-FIRST DAY OF AUGUST, A.D. 2016, AT 9 O`CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF SEPTEMBER, A.D. 2016.

5154331 8100
SR# 20165592889

Authentication: 202915633
Date: 08-31-16

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:00 AM 08/31/2016
FILED 09:00 AM 08/31/2016
SR 20165592889 - File Number 5154331

CERTIFICATE OF AMENDMENT

TO

CERTIFICATE OF FORMATION

OF

CITRIX COMMUNICATIONS LLC

Pursuant to Section 18-202 of the
Delaware Limited Liability Company Act

---

1. The name of the limited liability company is Citrix Communications LLC (the "Company").

2. The Certificate of Formation of the Company is hereby amended to change the name of the Company to GetGo Communications LLC.

3. Accordingly, the FIRST article of the Certificate of Formation shall, as amended, read as follows:

"**FIRST:** The name of the limited liability company is GetGo Communications LLC."

4. This Certificate of Amendment to Certificate of Formation shall be effective as of September 1, 2016.

IN WITNESS WHEREOF, the undersigned authorized person has executed this Certificate of Amendment this 31st day of August, 2016.

CITRIX COMMUNICATIONS LLC

By: _____
Name: Brian Shytle
Title: Treasurer

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME: GETGO COMMUNICATIONS LLC

REGISTERED IN CALIFORNIA AS: GETGO COMMUNICATIONS LLC

FILE NUMBER:	201220810334
REGISTRATION DATE:	07/26/2012
TYPE:	FOREIGN LIMITED LIABILITY COMPANY
JURISDICTION:	DELAWARE
STATUS:	ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify:

The records of this office indicate the entity is qualified to transact intrastate business in the State of California.

No information is available from this office regarding the financial condition, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of October 13, 2016.

ALEX PADILLA
Secretary of State

NP-25 (REV 01/2015)

RKS

Exhibit D

Organizational Documents of Grassshopper

Check/Voucher # 9202

2009 MAY -5 AM 11:19

CORPORATION DIVISION

1084329 The Commonwealth of Massachusetts
Limited Liability Company
(General Laws, Chapter 156C)

FILED

MAY 04 2009

SECRETARY OF THE COMMONWEALTH
CORPORATIONS DIVISION

Filed this 4 day May

William Francis Galvin
Secretary of the Commonwealth

Name Matthew Gilman

Phone 617-204-5100

CERTIFICATE OF AMENDMENT

OF

GOTVMAIL COMMUNICATIONS, LLC

FILED 021 034 035 037
MAY 04 2009
SECRETARY OF THE COMMONWEALTH
CORPORATIONS DIVISION

Pursuant to the provisions of the Massachusetts Limited Liability Company Act, the undersigned hereby certifies as follows:

I. Federal Employer I.D. No. The federal employer identification number of the limited liability company is 06-1668922.

II. Name. The name of the limited liability company is GotVMail Communications, LLC.

III. Original Certificate of Organization. The original Certificate of Organization ("Original Certificate") of the limited liability company was filed on December 4, 2002.

IV. Name of the Managers. The Managers of the limited liability company are Siamak Taghaddos, Mohammad Taghaddos and David Hauser.

V. Name and Business Address of Authorized Signatory. The Managers and each one of them acting alone are authorized to execute documents to be filed with the Secretary of State of the Commonwealth of Massachusetts.

VI. Amendment to Original Certificate. The Original Certificate, as amended, is hereby amended as follows:

- Name of Company: The name of the limited liability company is changed from GotVMail Communications, LLC to Grasshopper Group, LLC, and the name "Grasshopper Group, LLC" shall replace the name "GotVMail Communications, LLC" in each place where the name GotVMail Communications, LLC appears in the Original Certificate, including in the preamble and Article I of the Original Certificate;

- Name of Managers: The Manager of the Company is Siamak Taghaddos; and

- Name and Business Address of Authorized Signatory: In addition to the Manager, Matthew S. Gilman, c/o Pepper Hamilton LLP, 125 High Street, Oliver Street Tower, 15th Floor, Boston, Massachusetts 02110, is authorized to execute documents to be filed with the Secretary of State of the Commonwealth of Massachusetts and is authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property.

IN WITNESS WHEREOF, the undersigned, being authorized to execute this document, has caused this Certificate of Amendment to be executed as of this 1 day of May 2009.

Siamak Taghaddos, President and Manager,
duly authorized

#10872362 v1

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME: GRASSHOPPER GROUP, LLC

REGISTERED IN CALIFORNIA AS: GRASSHOPPER GROUP, LLC

FILE NUMBER:	200927810228
REGISTRATION DATE:	09/30/2009
TYPE:	FOREIGN LIMITED LIABILITY COMPANY
JURISDICTION:	MASSACHUSETTS
STATUS:	ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify:

The records of this office indicate the entity is qualified to transact intrastate business in the State of California.

No information is available from this office regarding the financial condition, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of October 13, 2016.

ALEX PADILLA
Secretary of State

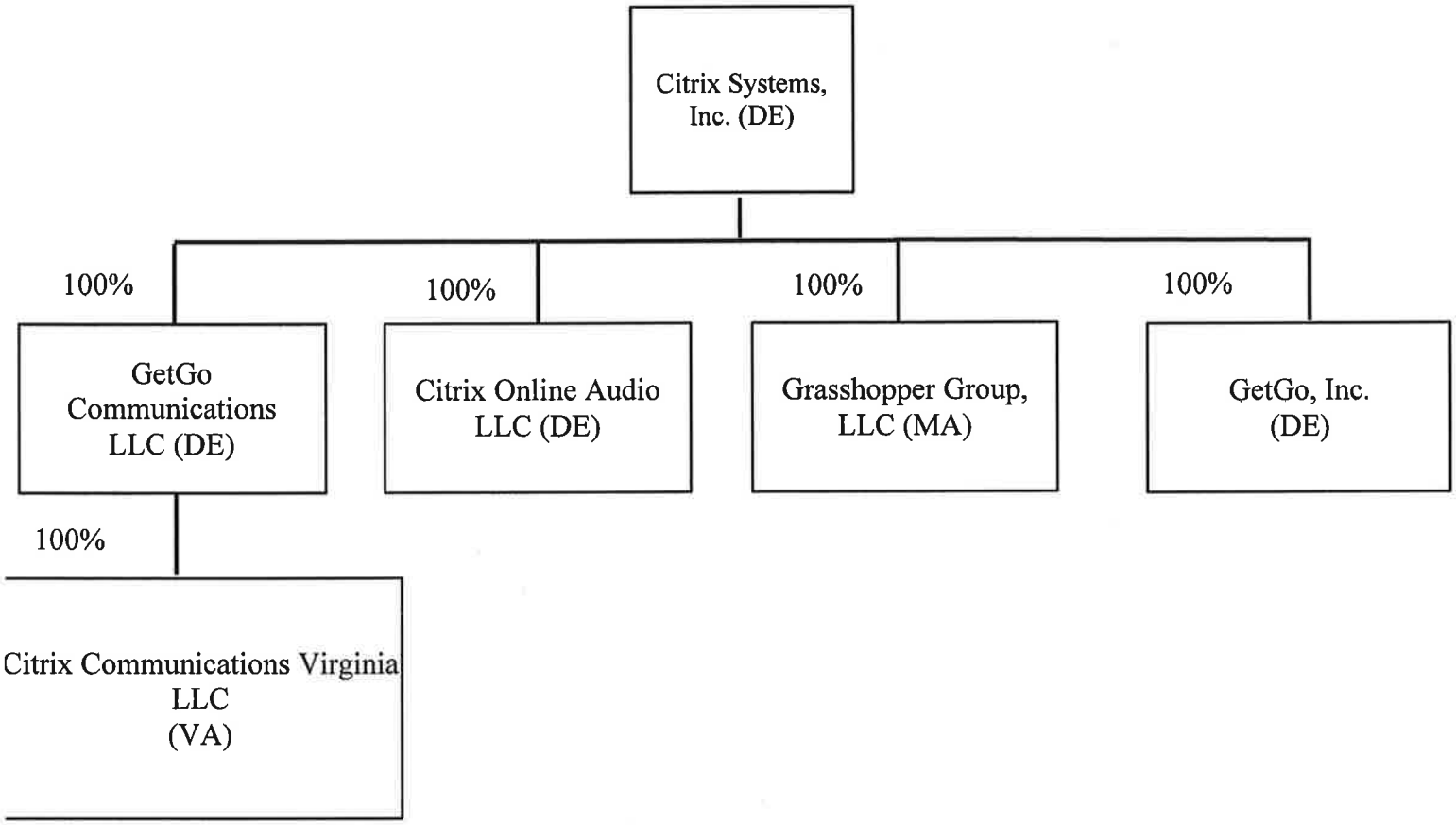
NP-25 (REV 01/2015)

RKS

Exhibit E

Pre-Transaction Ownership Structure

I. Citrix Systems, Inc. [8]



[8] Subsidiaries not regulated and not germane to the proposed transaction are excluded.

II. LogMeIn, Inc.

LogMeIn, Inc. & Subsidiaries

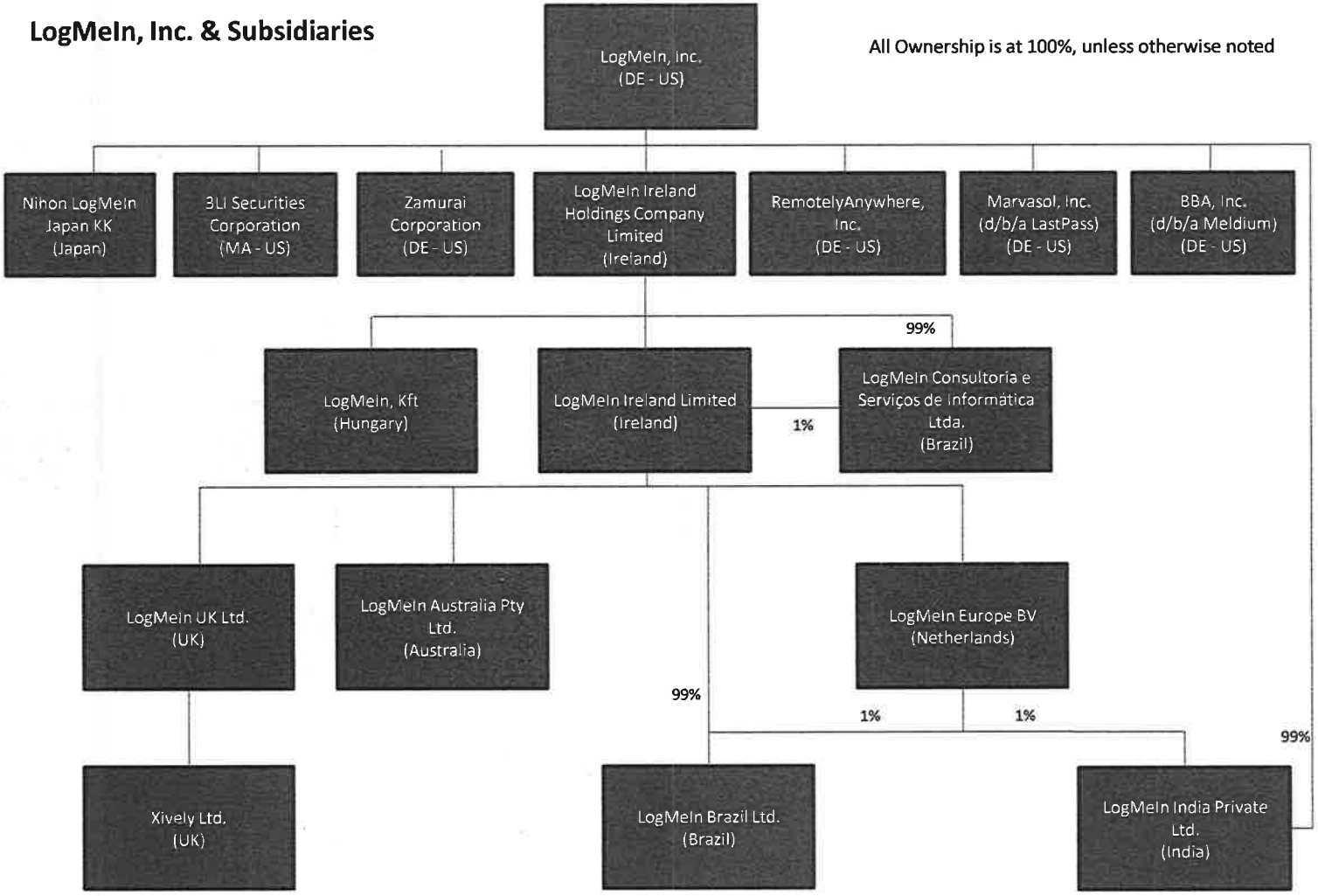
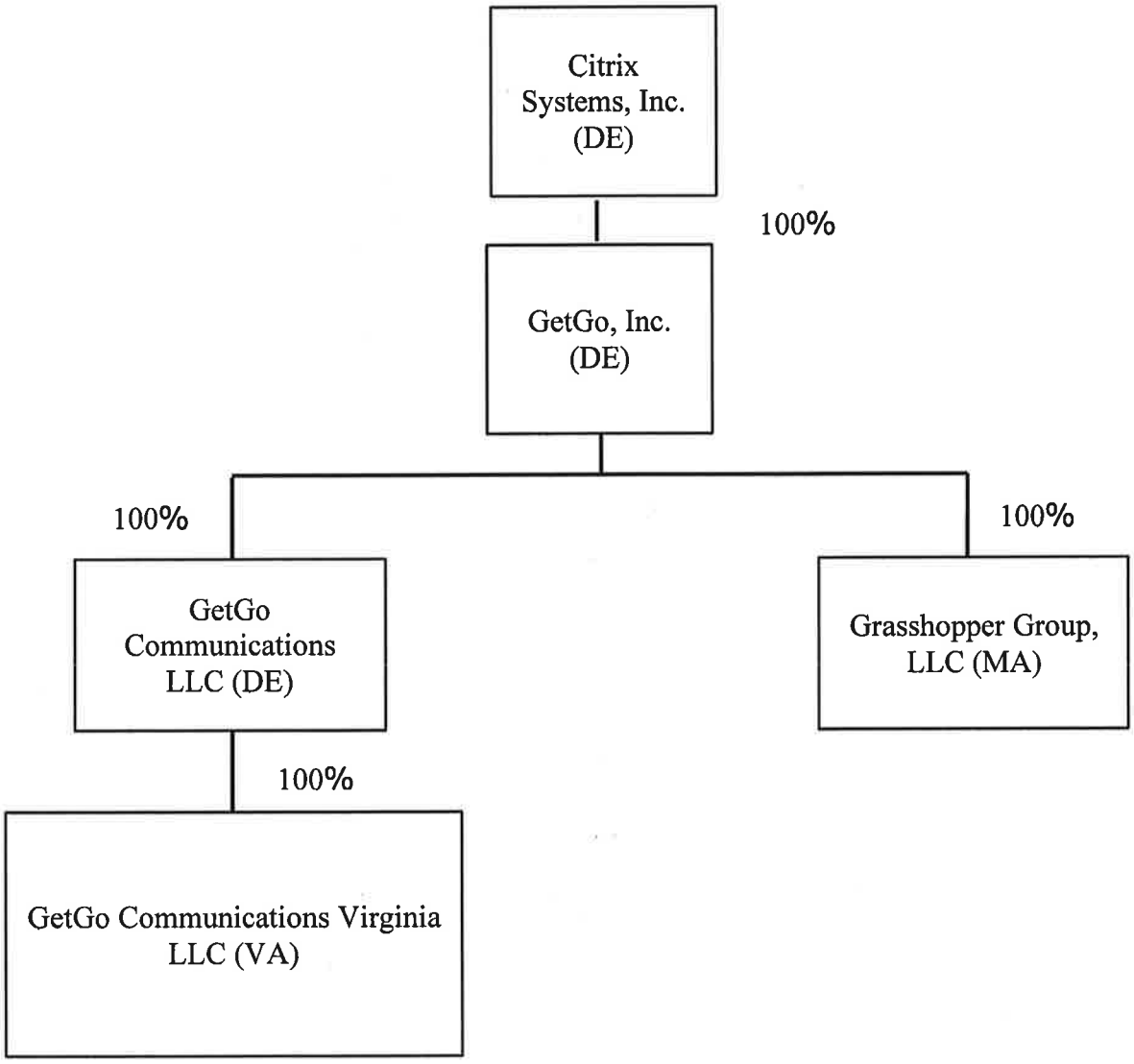


Exhibit F

Post-Transaction Ownership Structure

I. *Pro-Forma* Transfer of Control to GetGo, Inc.



II. Transfer of Control to LogMeIn, Inc.

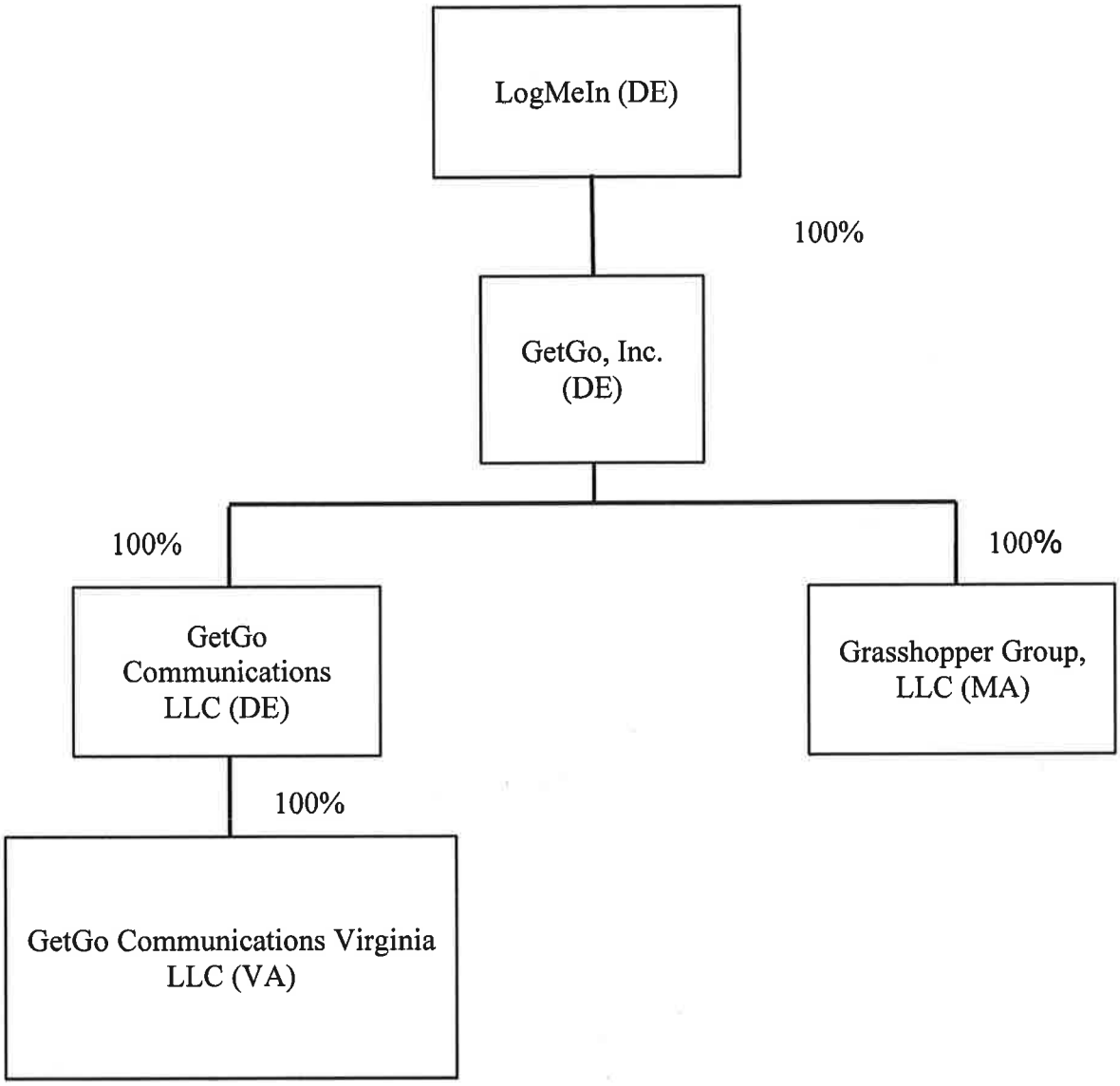


Exhibit G

Scoping Memo

BEFORE THE
PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Joint Application of GetGo Communications LLC (U7241C), formerly known as Citrix Communications, LLC, Grasshopper Group, LLC (U7197C), Citrix Systems, Inc., and LogMeIn, Inc., for Authorization to Transfer of Control of GetGo Communications LLC (U7241C), formerly known as Citrix Communications, LLC, and Grasshopper Group, LLC (U7197C) Pursuant to California Public Utilities Code § 854 and Request for Expedited, Ex Parte Relief	A._____

SCOPING MEMO INFORMATION FOR (NEW) APPLICATIONS

(Rule 2.1(c), Rule 1.3 and Article 7)

A. Category (Check the category that is most appropriate)

☐ **Adjudicatory -** "Adjudicatory" proceedings are: (1) enforcement investigations into possible violations of any provision of statutory law or order or rule of the Commission; and (2) complaints against regulated entities, including those complaints that challenge the accuracy of a bill, but excluding those complaints that challenge the reasonableness of rates or charges, past, present, or future, such as **formal rough crossing complaints** (maximum 12 month process if hearings are required).

X **Ratesetting -** "Ratesetting" proceedings are proceedings in which the Commission sets or investigates rates for a specifically named utility (or utilities), or establishes a mechanism that in turn sets the rates for a specifically named utility (or utilities). "Ratesetting" proceedings include complaints that challenge the reasonableness of rates or charges, past, present, or future. Other proceedings may also be categorized as ratesetting when they do not clearly fit into one category, such as **railroad crossing applications** (maximum 18 month process if hearings are required).

☐ **Quasi-legislative** - "Quasi-legislative" proceedings are proceedings that establish policy or rules (including generic ratemaking policy or rules) affecting a class of regulated entities, including those proceedings in which the Commission investigates rates or practices for an entire regulated industry or class of entities within the industry.

B. Are hearings necessary? ☐ **Yes** **X No**

If yes, identify the material disputed factual issues on which hearings should be held, and the general nature of the evidence to be introduced. Railroad crossing applications which are not controversial usually do not require hearings.

Are public witness hearings necessary?
☐ **Yes** **X No**

Public witness hearings are set up for the purpose of getting input from the general public and any entity that will not be a party to the proceeding. Such input usually involves presenting written or

oral statements to the presiding officer, not sworn testimony. Public witness statements are not subject to cross-examination.

C. Issues - List here the specific issues that need to be addressed in the proceeding.
Whether the Commission should authorize the transfer of control of GetGo Communications, LLC and Grasshopper Group, LLC

D. Schedule (Even if you checked "No" in B above) Should the Commission decide to hold hearings, indicate here the proposed schedule for completing the proceeding within 12 months (if categorized as adjudicatory) or 18 months (if categorized as ratesetting or quasi-legislative).

The schedule should include proposed dates for the following events as needed:

Prehearing conference	Not required
Hearings	Not required
Briefs due	Not required
Submission	30 days after public notice of application (assuming no protests)
Proposed decision	Not required
Final decision	December 2016

Exhibit H

Merger Agreement

Exhibit 2.1

Execution Version

AGREEMENT AND PLAN OF MERGER

---

among

CITRIX SYSTEMS, INC.,

GETGO, INC.,

LOGMEIN, INC.

and

LITHIUM MERGER SUB, INC.

Dated as of July 26, 2016

Table of Contents

ANNEXES

A	Term Sheet for Loan Agreement
B	Form of Certificate of Incorporation of Surviving Corporation
C	Form of Bylaws of Surviving Corporation
D	Form of Cooperation Agreement

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER , dated as of July 26, 2016, among Citrix Systems, Inc., a Delaware corporation (" **Citrix** "), GetGo, Inc., a Delaware corporation and wholly-owned subsidiary of Citrix (" **SpinCo** "), LogMeIn, Inc., a Delaware corporation (" **Parent** "), and Lithium Merger Sub, Inc., a Delaware corporation and direct wholly-owned subsidiary of Parent (" **Merger Sub** ").

WHEREAS , Citrix, directly and indirectly, is engaged in the SpinCo Business and its other businesses;

WHEREAS , SpinCo is a recently-formed, wholly-owned direct subsidiary of Citrix;

WHEREAS , on or prior to the Closing Date, Citrix will complete the reorganization of the SpinCo Business, and following the reorganization of the SpinCo Business and prior to the Effective Time, and upon the terms and conditions set forth in the Separation Agreement, Citrix will either (a) distribute, without consideration, all of the then outstanding shares of SpinCo's common stock, $0.01 par value per share (" **SpinCo Common Stock** "), to holders of Citrix's common stock, $0.001 par value per share (" **Citrix Common Stock** "), by way of a *pro rata* dividend (the " **One-Step Spin-Off** "), or (b) consummate an offer to exchange shares of SpinCo Common Stock, for currently issued and outstanding shares of Citrix Common Stock (such offer to exchange shares, the " **Exchange Offer** ") and, in the event that Citrix stockholders subscribe for less than all of the shares of SpinCo Common Stock in the Exchange Offer, distribute, without consideration and *pro rata* to holders of Citrix Common Stock, any unsubscribed SpinCo Common Stock on the Distribution Date immediately following the consummation of the Exchange Offer so that Citrix may be treated for U.S. federal income Tax purposes as having distributed all of the SpinCo Common Stock to its stockholders (the " **Clean-Up Spin-Off** ");

WHEREAS , the disposition by Citrix of the SpinCo Common Stock to Citrix stockholders, whether by way of the One-Step Spin-Off or the Exchange Offer (followed by any Clean-Up Spin-Off, if necessary), is referred to as the " **Distribution** ";

WHEREAS , at the Effective Time, the parties hereto will effect the merger of Merger Sub with and into SpinCo (the " **Merger** "), with SpinCo continuing as the surviving corporation, all upon the terms and subject to the conditions set forth herein;

WHEREAS , the parties hereto intend that, for U.S. federal income Tax purposes, (a) the contribution (as part of the Separation) by Citrix of all of its ownership interests in the SpinCo Assets to SpinCo in exchange for additional SpinCo Common Stock and SpinCo's assumption of the SpinCo Liabilities (the " **Contribution** ") and the Distribution, taken together, will qualify as a "reorganization" within the meaning of Section 368(a)(1)(D) of the Code and that each of Citrix and SpinCo will be a "party to a reorganization" within the meaning of Section 368(b) of the Code, (b) the Distribution, as such, will qualify as a distribution of the SpinCo Common Stock to Citrix's stockholders pursuant to Section 355 of the Code and as a transaction in which the stock distributed thereby is "qualified property" for purposes of Sections 355(d), 355(e) and 361(c) of the Code, (c) the Merger will not cause Section 355(e) of the Code to apply to the Distribution, and (d) the Merger will qualify as a "reorganization" within the meaning of Section 368(a) of the Code and that each of Parent, Merger Sub and SpinCo will be a "party to a reorganization" within the meaning of Section 368(b) of the Code;

WHEREAS , the parties hereto intend this Agreement to be, and hereby adopt this Agreement as, a "plan of reorganization" within the meaning of Treasury Regulations sections 1.368-2(g) and 1.368-3;

WHEREAS , the Board of Directors of Parent (the " **Parent Board** ") (a) has determined that the Merger and this Agreement are advisable and has approved this Agreement and the transactions contemplated hereby, including the Merger and the Parent Share Issuance, and will approve the Parent Charter Amendment as contemplated by this Agreement; and (b) has recommended the approval by the stockholders of Parent of the Parent Share Issuance and will recommend the approval by the stockholders of Parent of the Parent Charter Amendment;

WHEREAS , the Board of Directors of Merger Sub has determined that the Merger and this Agreement are advisable and has approved this Agreement and the transactions contemplated hereby, including the Merger;

WHEREAS , the Board of Directors of SpinCo (the " **SpinCo Board** ") has determined that the Merger and this Agreement are advisable and has approved this Agreement and the transactions contemplated hereby, including the Merger;

WHEREAS , the Board of Directors of Citrix (the " **Citrix Board** ") has approved this Agreement and the transactions contemplated hereby, including the Merger; and

WHEREAS , as a condition and inducement to Citrix and SpinCo entering into this Agreement, Citrix and a stockholder of Parent have entered into a Voting Agreement pursuant to which such stockholder of Parent has agreed to vote all shares of Parent Common Stock directly or indirectly held by such stockholder in favor of the Parent Share Issuance and the Parent Charter Amendment.

NOW, THEREFORE , in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

ARTICLE I
DEFINED TERMS

Section 1.01 Certain Defined Terms . For purposes of this Agreement:

" **Acceptable Confidentiality Agreement** " means an executed confidentiality agreement between Parent and a Person who has made a proposal satisfying the requirements of Section 7.03(c) on terms no less favorable in the aggregate to Parent than those contained in the Confidentiality Agreement.

" **Action** " means any demand, action, claim, suit, countersuit, arbitration, inquiry, subpoena, case, litigation, proceeding or investigation (whether civil, criminal, administrative or investigative) by or before any court or grand jury, any Governmental Authority or any arbitration or mediation tribunal.

" **Adjustment Ratio** " means the quotient obtained by dividing the Citrix Stock Value by the Parent Stock Value.

" **Affiliate** " means, when used with respect to a specified Person and at a point in, or during a period of, time, a Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified Person at such point in or during such period of time. It is expressly agreed that neither Citrix nor SpinCo, nor any member of their respective Groups (as defined in the Separation Agreement), shall be deemed to be an Affiliate of the other or a member of such other party's Group solely by reason of having common stockholders or one or more directors in common or by reason of having been under the common control of Citrix prior to the Distribution.

" **Agreement** " means this Agreement and Plan of Merger among the parties hereto, including all annexes, exhibits and schedules (including the Disclosure Letters), and all amendments hereto made in accordance with the provisions of Section 10.07 .

" **Ancillary Agreements** " has the meaning set forth in the Separation Agreement.

" **beneficial owner** " has the meaning ascribed to such term under Rule 13d-3 of the Exchange Act.

" **Business Day** " means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in the City of New York.

" **Citrix Disclosure Letter** " means the confidential disclosure letter delivered by Citrix to Parent immediately prior to the execution of this Agreement.

" **Citrix Entity** " means Citrix or any of its Subsidiaries.

" **Citrix RSUs** " means restricted stock units payable in shares of Citrix Common Stock or whose value is determined with reference to the value of shares of Citrix Common Stock.

" **Citrix SEC Documents** " means all forms, reports, statements, schedules and other documents filed by Citrix with, or furnished by Citrix to, the SEC since January 1, 2013.

" **Citrix Stock Awards** " means Citrix Stock Options, Citrix RSUs, and any other equity or equity-based awards granted pursuant to the Citrix Stock Plan.

" **Citrix Stock Options** " means options to acquire shares of Citrix Common Stock from Citrix.

" **Citrix Stock Plan** " means Citrix's 2014 Equity Incentive Plan, as amended.

" **Citrix Stock Value** " means the volume-weighted average per-share trading price of Citrix Common Stock, trading regular way with due bills, on the five trading days immediately prior to the date upon which the Effective Time occurs, as reported on Bloomberg.

" **Closing Date** " means the date on which the Closing occurs.

" **Code** " means the Internal Revenue Code of 1986, as amended from time to time.

" **Communications Act** " means the Communications Act of 1934, as amended, together with the written orders, policies and decisions of the FCC.

" **Communications Licenses** " means any licenses, permits, certificates, waivers, amendments, consents, exemptions, other actions by, and notices, filings, registrations, qualifications, declarations and designations with, and other authorizations and approvals issued by or obtained from the FCC to any Transferred Subsidiary.

" **Competing Parent Transaction** " means any transaction or series of related transactions (other than the Merger) that constitutes, or is reasonably likely to lead to, (a) any merger, consolidation, share exchange, business combination, recapitalization, liquidation, dissolution or other similar transaction involving Parent or any of its Subsidiaries, the assets of which constitute or represent more than 15% of the total revenue, operating income or fair market value of the assets of Parent and its Subsidiaries, taken as a whole; (b) any sale, lease, license, transfer or other disposition of, or joint venture involving, assets or businesses that constitute or represent more than 15% of the total revenue, operating income or fair market value of the assets of Parent and its Subsidiaries, taken as a whole; (c) any sale, exchange, transfer or other disposition to any Person of more than 15% of any class of equity securities, or securities convertible into or exchangeable for equity securities, of Parent; (d) any tender offer or exchange offer that, if consummated, would result in any Person becoming the beneficial owner of more than 15% of any class of equity securities of Parent; or (e) any combination of the foregoing.

" **Competing Parent Transaction Agreement** " means a letter of intent, agreement in principle, term sheet, merger agreement, acquisition agreement, option agreement or other contract, commitment or agreement relating to any Competing Parent Transaction (other than an Acceptable Confidentiality Agreement).

" **Competing SpinCo Transaction** " means any transaction or series of related transactions (other than the Merger, the Internal Reorganization and the Separation or as otherwise contemplated by this Agreement, the Separation Agreement or any of the Ancillary Agreements and other than asset sales, licenses and transfers in the ordinary course of business not in violation of Section 6.01) that constitutes, or is reasonably likely to lead to, a merger, consolidation, share exchange, business combination, recapitalization, liquidation, dissolution, sale, lease, license, transfer or other disposition or similar transaction involving the SpinCo Business or a material portion of the SpinCo Assets, taken as a whole. For the avoidance of doubt, a Competing SpinCo Transaction shall not include any other transaction involving any Citrix Entity or the assets or businesses thereof (other than the SpinCo Business).

" **Competing SpinCo Transaction Agreement** " means a letter of intent, agreement in principle, term sheet, merger agreement, acquisition agreement, option agreement or other contract, commitment or agreement relating to any Competing SpinCo Transaction.

" **Competitive Business** " means the business of designing, developing, marketing, selling and supporting cloud-based SaaS services each of which consist of a central processing component (including a communication server, central server or broker) connected to computerized end point devices (including host and client end point

devices and mobile applications) such that all network traffic for such service is routed through the SaaS service provider's owned or controlled infrastructure and that provide standalone: (a) integrated screen sharing technology, conference calling voice services, video technology and chat used to support online meetings and collaboration; (b) personal computer-based (*i.e.* , as an end point device) remote access technology that permits one end point device to stream the contents of its screen to another end point device via an Internet connection; (c) virtual PBX voice services offering phone numbers, VoIP based endpoints, PSTN/VoIP bridging and mobile-based voice communication and text message services; or (d) clientless remote support technology that permits one end point device to stream the contents of its screen to another end point device via an Internet connection giving IT support specialists or call center agents the ability to remotely control a device from another system that can access the Web integrated with a purpose-built set of functionalities geared towards the IT support specialist or call center agents, in each case (meaning for each numbered subpart of this definition) designed, developed, marketed, sold and supported for either individuals, small and medium businesses or small and medium organizational units or functions within larger overall organizations (known as "small in big" segments).

" **Confidential Data** " means information, including Personal Data, in whatever form that a Citrix Entity or a Parent Entity, as the case may be, is obligated, by Law or Contract, to protect from unauthorized access, use, disclosure, modification or destruction together with any data owned or licensed by Citrix Entities or Parent Entities, as the case may be, that is not intentionally shared with the general public or that is classified by the Citrix Entities or Parent Entities, as the case may be, with a designation that precludes sharing with the general public.

" **Contract** " means any written or oral legally binding contract, agreement, understanding, arrangement, subcontract, loan or credit agreement, note, bond, indenture, mortgage, purchase order, deed of trust, lease, sublease, instrument, or other legally binding commitment, obligation or undertaking.

" **control** " (including the terms " **controlled by** " and " **under common control with** "), with respect to the relationship between or among two or more Persons, means the possession, directly or indirectly, or as trustee, personal representative or executor, of the power to direct or cause the direction of the affairs or management of a Person, whether through the ownership of voting securities, as trustee, personal representative or executor, by Contract or otherwise.

"Data" means Confidential Data or Personal Data.

" **DGCL** " means the General Corporation Law of the State of Delaware, as amended.

" **Disclosure Letters** " means the Parent Disclosure Letter and the Citrix Disclosure Letter.

" **Distribution Date** " has the meaning set forth in the Separation Agreement.

" **Distribution Effective Time** " has the meaning set forth in the Separation Agreement.

" **Employee Matters Agreement** " has the meaning set forth in the Separation Agreement.

" **Encumbrance** " means any security interest, pledge, hypothecation, mortgage, lien or encumbrance, covenant, condition, restriction, easement, charge, right of first refusal or first offer, or other restriction on title or transfer of any nature whatsoever.

" **Environmental Law** " means any Law, consent decree or judgment, in each case, relating to (a) pollution or the protection of the environment; or (b) human exposure to any Hazardous Material.

" **Environmental Permit** " means any permit, approval, identification number, registration, exemption or license required pursuant to any applicable Environmental Law.

" **Estimated SpinCo Deferred Revenue Surplus** " means (i) if the Estimated SpinCo Deferred Revenue set forth in the Closing Statement is equal to or greater than the SpinCo Deferred Revenue Target, then zero (0), or (ii) if the Estimated SpinCo Deferred Revenue set forth in the Closing Statement is less than the SpinCo Deferred Revenue Target, then (a) the absolute value of the Estimated SpinCo Deferred Revenue *minus* (b) $124.0 million. For example and illustrative purposes only, if the Estimated SpinCo Deferred Revenue set forth in the Closing Statement is $(130.0 million) (which is a negative number), then the Estimated SpinCo Deferred Revenue Surplus shall be $6.0 million (*i.e.* , $130.0 million *minus* $124.0 million).

" **Estimated Working Capital Adjustment** " means (i) if the Estimated Working Capital set forth in the Closing Statement is within $3.0 million (plus or minus) of the SpinCo Target Working Capital, then zero (0), or (ii) if the Estimated Working Capital set forth in the Closing Statement is at least $3.0 million more or less than the SpinCo Target Working Capital, then the Estimated Working Capital *minus* the SpinCo Target Working Capital (which may be a positive or negative number).

" **Exchange Act** " means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

" **Excluded Assets** " has the meaning set forth in the Separation Agreement.

" **Excluded Liabilities** " has the meaning set forth in the Separation Agreement.

" **Expenses** " means all out-of-pocket fees and expenses (including all fees and expenses of counsel, accountants, investment banking firms and other financial advisors, experts and consultants) actually incurred or accrued by a party hereto or its Affiliates or on its or their behalf or for which it or they are liable in connection with or related to the authorization, planning, structuring, preparation, drafting, negotiation, execution and performance of the transactions contemplated by this Agreement, the Separation Agreement and the Ancillary Agreements, the preparation, printing, filing and mailing of the Registration Statements, the Proxy Statement and the Schedule TO (as applicable), the solicitation of stockholder approvals, the filing of any required notices under the HSR Act or other similar regulations and all other matters related to the Merger, the Internal Reorganization, the Separation, and the other transactions contemplated by this Agreement, the Separation Agreement and the Ancillary Agreements.

" **FCC** " means the Federal Communications Commission, including any bureau, office or division thereof.

" **FCC Consent** " means a notice or other action by the FCC granting its consent to the transfer of control or assignment of the Communications Licenses of the Transferred Subsidiaries, pursuant to the appropriate applications filed by the parties hereto with the FCC as contemplated by this Agreement.

" **Final Net Adjustment Amount** " means an amount equal to the following (each of which may be a positive or negative number):

(a) the SpinCo Cash Amount as finally determined pursuant to Section 3.05 *minus* the Estimated Cash Amount set forth in the Closing Statement; *plus*

(b) the Final Working Capital Adjustment *minus* the Estimated Working Capital Adjustment set forth in the Closing Statement; *minus*

(c) the amount of any SpinCo Indebtedness at Closing as finally determined pursuant to Section 3.05 *minus* the Estimated SpinCo Indebtedness set forth in the Closing Statement, if any; *minus*

(d) the Final SpinCo Deferred Revenue Surplus *minus* the Estimated SpinCo Deferred Revenue Surplus.

" **Final SpinCo Deferred Revenue Surplus** " means (i) if the SpinCo Deferred Revenue as finally determined pursuant to Section 3.05 is equal to or greater than the SpinCo Deferred Revenue Target, zero (0), or (ii) if the SpinCo Deferred Revenue as finally determined pursuant to Section 3.05 is less than the SpinCo Deferred Revenue Target, then (a) the absolute value of the SpinCo Deferred Revenue *minus* (b) $124.0 million.

" **Final Working Capital Adjustment** " means (i) if the SpinCo Working Capital as finally determined pursuant to Section 3.05 is within $3.0 million (plus or minus) of the SpinCo Target Working Capital, then zero (0), or (ii) if the SpinCo Working Capital as finally determined pursuant to Section 3.05 is at least $3.0 million more or less than the SpinCo Target Working Capital, then the SpinCo Working Capital *minus* the SpinCo Target Working Capital (which may be a positive or negative number).

" **Free or Open Source Software** " means any software (in source or object code form) that is subject to (a) a license or other agreement commonly referred to as an open source, free software, copyleft or community source code license (including any code or library licensed under the GNU General Public License, GNU Lesser General Public License, BSD License, Apache Software License, or any other public source code license arrangement); or (b) any other license or other agreement that requires, as a condition of the use, modification or distribution of software subject to such license or agreement, that such software or other software linked with, called by, combined or distributed with such software be (i) disclosed, distributed, made available, offered, licensed or delivered in source code form, (ii) licensed for the purpose of making derivative works, (iii) licensed under terms that allow reverse engineering, reverse assembly, or disassembly of any kind, or (iv) redistributable at no charge, including any license defined as an open source license by the Open Source Initiative as set forth on www.opensource.org.

" **GAAP** " means United States generally accepted accounting principles.

" **Governmental Authority** " means any nation or government, any state, municipality or other political subdivision thereof and any entity, body, agency, commission, department, board, bureau, arbitral panel or court, whether domestic, foreign, multinational, or supranational exercising executive, legislative, judicial, regulatory, self-regulatory or administrative functions of or pertaining to government and any executive official thereof.

" **Governmental Order** " means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

" **Hazardous Material** " means (a) petroleum and petroleum products, by-products or breakdown products, radioactive materials, asbestos-containing materials and polychlorinated biphenyls; and (b) any other chemicals, materials or substances defined or regulated as toxic or hazardous or as a contaminant under any applicable Environmental Law.

" **HSR Act** " means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

"Information Privacy Laws" means any Laws or Governmental Orders pertaining to privacy, data protection or data transfer, including all privacy and security breach disclosure Laws that are applicable to the Citrix Entities or the Parent Entities, as the case may be.

" **Initial Net Adjustment Amount** " means an amount equal to the following:

(a) the Estimated Cash Amount set forth in the Closing Statement *minus* the SpinCo Target Cash Amount (which may be a positive or negative number); *plus*

(b) the Estimated Working Capital Adjustment; *minus*

(c) the amount of any Estimated SpinCo Indebtedness; *minus*

(d) the amount of any Estimated SpinCo Deferred Revenue Surplus.

" **Intellectual Property** " means all intellectual property and intellectual property rights of every kind and description throughout the world, including all U.S. and non-U.S.: (a) trademarks, trade dress, service marks, certification marks, logos, slogans, design rights, names, corporate names, trade names, Internet domain names, URLs, social media accounts and addresses and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing (collectively, " **Marks** "); (b) patents and patent applications, and any and all related national or international counterparts thereto, including any divisionals, continuations, continuations-in-part, reissues, reexaminations, substitutions and extensions thereof (collectively, " **Patents** "); (c) copyrights and copyrightable subject matter, including databases, data collections (including knowledge databases, customers lists and customer databases) and rights therein, web site content, rights to compilations, collective works and derivative

works, and the right to create collective and derivative works (collectively, " **Copyrights** "); (d) rights in Software; (e) rights under applicable trade secret law and any and all other confidential or proprietary information, know-how, inventions, processes, formulae, models, and methodologies including research in progress, algorithms, data, databases, data collections, designs, processes, formulae, drawings, schematics, blueprints, flow charts, models, strategies, prototypes, techniques, source code, source code documentation, beta testing procedures and beta testing results (collectively, " **Trade Secrets** "); (f) all applications and registrations, renewals and extensions for the foregoing; and (g) all rights and remedies against past, present, and future infringement, misappropriation or other violation thereof.

" **Intercompany Agreement** " means any Contract between Citrix or any Citrix Retained Entity, on the one hand, and SpinCo or any Transferred Subsidiary, on the other hand.

" **Internal Reorganization** " has the meaning set forth in the Separation Agreement.

" **Intervening Event** " means any event, circumstance, change or effect that (a) occurs or arises after the date of this Agreement and prior to receipt of the Required Parent Stockholder Vote, (b) is material to Parent and its Subsidiaries, taken as a whole, (c) was not known or foreseen, and could not reasonably have been known or foreseen by, the Parent Board as of or prior to the date of this Agreement, (d) does not involve or relate to a Competing Parent Transaction, and (e) does not involve or relate to SpinCo, the Transferred Subsidiaries and/or the SpinCo Business (it being understood and agreed that any events, circumstances, changes or effects involving or relating to SpinCo, the Transferred Subsidiaries and/or the SpinCo Business shall be governed solely by the definition of SpinCo Material Adverse Effect as set forth in this Agreement and the provisions of this Agreement utilizing such definition); provided that none of the following, either alone or in combination, shall be deemed to constitute an "Intervening Event": (i) events, circumstances, changes or effects affecting general business, economic or political conditions, the industries or segments thereof in which Parent and its Subsidiaries operate, or the financial, credit or securities markets in the United States or in any other country or region in the world; (ii) events, circumstances, changes or effects arising out of, or attributable to, changes (or proposed changes) or modifications in GAAP, other applicable accounting standards or applicable Law or the interpretation or enforcement thereof; (iii) events, circumstances, changes or effects arising out of, or attributable to, the announcement of the execution of, or the consummation of the transactions contemplated by, this Agreement, or the identity of the other parties hereto; (iv) the status of the Merger under the HSR Act or any other antitrust Laws; (v) events, circumstances, changes or effects arising out of, or attributable to, any action taken or omitted to be taken pursuant to this Agreement, the Separation Agreement, the Loan Agreement or any of the Ancillary Agreements; (vi) any potential acquisition or disposition of any other Person or assets by Parent or any of its Subsidiaries; (vii) any change in the price or trading volume of Parent Common Stock; (viii) meeting or exceeding, or failing to meet or exceed, any internal or other estimates, expectations, forecasts, plans, projections or budgets for any period; or (ix) any matter relating to the foregoing or consequences of the foregoing.

" **IP License Agreement** " has the meaning set forth in the Separation Agreement.

" **IRS** " means the U.S. Internal Revenue Service or any successor agency.

" **Knowledge of Citrix** ," " **Citrix's Knowledge** " or similar terms used in this Agreement mean the actual knowledge, after reasonable inquiry, of the Persons identified on Schedule 1.01(a) of the Citrix Disclosure Letter; provided that with respect to matters involving Intellectual Property, knowledge does not require any such Person to conduct or have conducted or obtain or have obtained any freedom to operate opinions or similar opinions of counsel or any Intellectual Property clearance searches, and no knowledge of any third-party Intellectual Property that would have been revealed by such inquiries, opinions or searches will be imputed to such Persons.

" **Knowledge of Parent** ," " **Parent's Knowledge** " or similar terms used in this Agreement mean the actual knowledge, after reasonable inquiry, of the Persons identified on Schedule 1.01 of the Parent Disclosure Letter; provided that with respect to matters involving Intellectual Property, knowledge does not require any such Person to conduct or have conducted or obtain or have obtained any freedom to operate opinions or similar opinions of counsel or any Intellectual Property clearance searches, and no knowledge of any third-party Intellectual Property that would have been revealed by such inquiries, opinions or searches will be imputed to such Persons.

" **Law** " means any applicable U.S. or non-U.S. federal, national, supranational, state, provincial, local or similar statute, law, ordinance, regulation, rule, code, income Tax treaty, Governmental Order requirement or rule of law (including common law) or other binding directives promulgated, issued, entered into or taken by any Governmental Authority.

" **Liabilities** " means any and all debts, liabilities and obligations, whether accrued or unaccrued, fixed or variable, known or unknown, absolute or contingent, matured or unmatured or determined or determinable, including those arising under any Law, Action or Governmental Order and those arising under any Contract.

" **Licensed Intellectual Property** " means the Intellectual Property of the Retained Citrix Entities to be licensed to SpinCo pursuant to the IP License Agreement.

" **Loan Agreement** " means a loan agreement to be entered into between Parent and Citrix in connection with the Closing and effective as of the Effective Time, in a form consistent with the terms set forth on the Term Sheet attached hereto as *Annex A*.

" **Malicious Code** " means any "virus," "worm," "time bomb," "key-lock," "back door," "drop dead device," "Trojan horse," "spyware," or "adware" (as such terms are commonly understood in the software industry) or any other code intentionally designed or intended to have, or intended to be capable of performing or facilitating, any of the following functions: (i) disrupting, disabling, harming, or otherwise impeding in any manner the operation of, or providing unauthorized access to, a computer system or network or other device on which such code is stored or installed, or (ii) compromising the privacy or data security of a user or damaging or destroying any data or file without the user's consent.

" **Nasdaq** " means the NASDAQ Stock Market LLC.

" **New Parent Stock Plan** " means a new incentive stock plan of Parent to be submitted for approval at the Parent Stockholders' Meeting or at the next annual meeting of Parent stockholders, the terms and conditions of which are substantially the same as Parent's Amended and Restated 2009 Stock Incentive Plan, except that the number of shares available for issuance under the plan shall not be greater than 4,500,000, or such greater number as Institutional Shareholder Services, Inc. may approve in a report to Parent.

" **Non-U.S. Parent Employee** " means any Parent Employee who is employed primarily outside (or, in the case of any expatriate Parent Employee, whose home country is outside) the United States.

" **Non-U.S. SpinCo Employee** " means any SpinCo Employee who is employed primarily outside (or, in the case of any expatriate SpinCo Employee, whose home country is outside) the United States.

" **Offshore Cash** " means all cash and cash equivalents held outside the United States that, on the Closing Date, may not be distributed or dividended to a Person in the United States in compliance with Law without the consent of any other Person or without incurring or being assessed any costs, expenses, penalties, Taxes or other amounts in respect of such distribution or dividend.

" **Parent Charter** " means the Restated Certificate of Incorporation of Parent.

" **Parent Charter Amendment** " means an amendment of the Parent Charter to provide for an increase in the authorized shares of Parent Common Stock to an amount not greater than the maximum amount authorized under the voting guidelines of Institutional Shareholder Services, Inc.

" **Parent Common Stock** " means the common stock, par value $0.01 per share, of Parent.

" **Parent Disclosure Letter** " means the confidential disclosure letter delivered by Parent to Citrix immediately prior to the execution of this Agreement.

" **Parent Employee** " means any employee of Parent or any of its Subsidiaries.

" **Parent Entity** " means Parent or any of its Subsidiaries.

" **Parent Intellectual Property** " means all Intellectual Property owned or purported to be owned by Parent or one of its Subsidiaries, or used or held for use by Parent or one of its Subsidiaries.

" **Parent Leased Real Property** " means real property leased, subleased, licensed or otherwise occupied by Parent or its Subsidiaries, as tenant, subtenant, licensee or occupant.

" **Parent Material Adverse Effect** " means any event, circumstance, change in or effect on Parent and its Subsidiaries that, individually or in the aggregate, is or would reasonably be expected to be materially adverse to the business, results of operations or the financial condition of Parent and its Subsidiaries, taken as a whole; provided, however, that none of the following, either alone or in combination, shall be deemed to constitute a "Parent Material Adverse Effect", or taken into account in determining whether there has been a "Parent Material Adverse Effect": (a) events, circumstances, changes or effects that generally affect the industries or segments thereof in which Parent and its Subsidiaries operate; (b) general business, economic or political conditions (or changes therein); (c) events, circumstances, changes or effects affecting the financial, credit or securities markets in the United States or in any other country or region in the world, including changes in interest rates or foreign exchange rates; (d) events, circumstances, changes or effects arising out of, or attributable to, the announcement of the execution of, or the consummation of the transactions contemplated by, this Agreement or the identity of the other parties hereto, including, in each case, with respect to employees, customers, distributors, suppliers, financing sources, landlords, licensors or licensees (provided that this clause (d) shall not apply with respect to the matters described in Sections 5.03 and 5.04); (e) events, circumstances, changes or effects arising out of, or attributable to, acts of armed hostility, sabotage, terrorism or war (whether or not declared), including any escalation or worsening thereof; (f) events, circumstances, changes or effects arising out of, or attributable to, earthquakes, hurricanes, tsunamis, tornadoes, floods, mudslides or other natural disasters, weather-related conditions, explosions or fires, or any force majeure events; (g) events, circumstances, changes or effects arising out of, or attributable to, changes (or proposed changes) or modifications in GAAP, other applicable accounting standards or applicable Law or the interpretation or enforcement thereof; or (h) events, circumstances, changes or effects arising out of, or attributable to, the failure by Parent to meet any internal or other estimates, expectations, forecasts, plans, projections or budgets for any period (it being understood that the underlying cause of, or factors contributing to, such failure may be taken into account in determining whether a Parent Material Adverse Effect has occurred, unless such underlying cause or factor would otherwise be excepted by another clause of this definition); except, in the case of clauses (a), (b), (c), (e), (f) or (g), to the extent that such event, circumstance, change or effect has a disproportionate effect on Parent and its Subsidiaries, taken as a whole, as compared with other participants in the industries in which Parent and its Subsidiaries operate.

" **Parent Owned Real Property** " means all of the real property owned by Parent and its Subsidiaries.

" **Parent Preferred Stock** " means preferred stock, par value $0.01 per share, of Parent.

" **Parent Recommendation** " means the recommendation of the Parent Board that Parent stockholders vote in favor of the Parent Share Issuance at the Parent Stockholders' Meeting.

" **Parent RSUs** " means restricted stock units payable in shares of Parent Common Stock or whose value is determined with reference to the value of shares of Parent Common Stock.

" **Parent SEC Documents** " means all forms, reports, statements, schedules and other documents filed by Parent with, or furnished by Parent to, the SEC since January 1, 2013.

" **Parent Share Issuance** " means the issuance of shares of Parent Common Stock to the stockholders of SpinCo in connection with the Merger.

" **Parent Stock Awards** " means Parent Stock Options, Parent RSUs, and any other equity or equity-based awards granted pursuant to the Parent Stock Plans.

" **Parent Stock Options** " means stock options to acquire shares of Parent Common Stock from Parent.

" **Parent Stock Plans** " means Parent's 2004 Equity Incentive Plan, 2007 Stock Incentive Plan and Amended and Restated 2009 Stock Incentive Plan, each as amended.

" **Parent Stock Value** " means the volume-weighted average per-share trading price of Parent Common Stock on the five trading days immediately following the date upon which the Effective Time occurs, as reported on Bloomberg.

" **Parent Stockholder Approval** " means (i) the approval of the Parent Share Issuance at the Parent Stockholders' Meeting by the affirmative vote of holders of shares of Parent Common Stock having a majority in voting power of the votes cast by the holders of all of the shares of Parent Common Stock present or represented at the meeting and voting affirmatively or negatively (the " **Required Parent Stockholder Vote** "), (ii) the approval of the Parent Charter Amendment at the Parent Stockholders' Meeting by the affirmative vote of the holders of a majority of the Parent Common Stock entitled to vote on the matter (the " **Parent Charter Approval** ") and (iii) if determined by Parent to be included in the Proxy Statement, the approval of the New Parent Stock Plan by the affirmative vote of holders of shares of Parent Common Stock having a majority in voting power of the votes cast by the holders of all of the shares of Parent Common Stock present or represented at the meeting and voting affirmatively or negatively.

" **Permitted Encumbrances** " means (a) statutory liens for current Taxes not yet due or delinquent or the validity or amount of which is being contested in good faith by appropriate proceedings and for which adequate accruals or reserves have been established in accordance with GAAP on the applicable financial statements; (b) mechanics', materialmens', carriers', workers', repairers' and other similar Encumbrances or security obligations incurred in the ordinary course of business and arising by operation of Law or the validity or amount of which is being contested in good faith by appropriate proceedings; (c) pledges, deposits or other Encumbrances securing the performance of bids, trade Contracts, leases or statutory obligations (including workers' compensation, unemployment insurance or other social security legislation); (d) Encumbrances and other imperfections of title that do not materially impair the use or occupancy of the property to which they relate in the conduct of the SpinCo Business or the business of Parent and its Subsidiaries, as the case may be, as currently conducted; (e) Encumbrances arising under conditional sales Contracts and equipment leases with third parties and other Encumbrances arising on assets and products sold in the ordinary course of business and non-exclusive licenses of Intellectual Property entered into in the ordinary course of business; (f) landlords' liens and Encumbrances on leases, subleases, easements, licenses, rights of use, rights to access and rights of way arising therefrom or benefiting or created by any superior estate, right or interest; (g) any zoning, entitlement, conservation restriction and other land use and environmental regulations by Governmental Authorities; (h) all covenants, conditions, restrictions, easements, charges, rights-of-way and other similar matters of record or that would be disclosed by an accurate survey or inspection of the real property, in each case that do not materially impair the use or occupancy of the property to which they relate in the conduct of the SpinCo Business or the business of Parent and its Subsidiaries, as the case may be, as currently conducted; (i) Encumbrances that will be released at or prior to the Closing; (j) Encumbrances identified in the SpinCo Financial Statements or the financial statements in the Parent SEC Documents, as the case may be; and (k) Encumbrances reserved or created pursuant to the Separation Agreement or any Ancillary Agreement.

" **Person** " means any individual, partnership, firm, corporation, limited liability company, association, trust, unincorporated organization or other entity, as well as any syndicate or group that would be deemed to be a person under Section 13(d)(3) of the Exchange Act and any Governmental Authority.

" **Personal Data** " means any data or information relating to an identified or identifiable natural person; an "identifiable natural person" is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity, including unique device or browser identifiers, names, ages, addresses, telephone numbers, email addresses, social security numbers, passport numbers, alien registration numbers, medical history, employment history, and/or account information; and shall also mean "personal information," "personal health information" and "personal financial information" each as defined by applicable Laws relating to the collection, use, sharing, storage, and/or disclosure of information about an identifiable natural person.

" **Privacy Policy** " means a published policy of the Citrix Entities or the Parent Entities, as the case may be, made available in connection with the collection of information provided by or on behalf of individuals that is labeled as a "Privacy Policy" and/or is reached on a web site by a link that includes the label "Privacy".

" **Qualified SpinCo Common Stock** " means SpinCo Common Stock that was not acquired directly or indirectly pursuant to the plan (or series of related transactions) which includes the Distribution (within the meaning of Section 355(e) of the Code); provided that for the avoidance of doubt, SpinCo Common Stock actually acquired in the Distribution shall be Qualified SpinCo Common Stock unless acquired with respect to or in exchange for Citrix Common Stock that was acquired as part of such a plan (or series of related transactions) which includes the Distribution (within the meaning of Section 355(e) of the Code).

" **Record Date** " has the meaning set forth in the Separation Agreement.

" **Release** " means disposing, discharging, injecting, spilling, leaking, pumping, pouring, leaching, dumping, emitting, escaping or emptying into or upon, from, or migrating through, within or into, the air or any soil, sediment, subsurface strata, surface water or groundwater, natural resources or structure.

" **Remedial Action** " means any action required to investigate, clean up, remove or remediate, or conduct remedial, responsive, monitoring or corrective actions with respect to, any presence or Release of Hazardous Materials.

" **Representatives** " means with respect to any Person, such Person's Affiliates and its and their respective directors, officers, employees, agents and advisors.

" **Restricted Cash** " means any cash deposits being held as collateral or other security for contractual obligations where the cash in these accounts cannot be withdrawn without curing with a future cash deposit or other financial obligation, including any security deposits with landlords.

" **Restrictive Covenant Agreement** " means any current form of Contract or agreement concerning non-competition, non-solicitation of customers or employees, non-hiring of employees, non-disclosure of information, assignment or exclusive license of Intellectual Property or any other restrictive covenants.

" **Retained Citrix Entity** " means any Citrix Entity that is not a Transferred Subsidiary.

" **Sample Working Capital Statement** " means that illustrative statement attached as Schedule 1.01(b) of the Citrix Disclosure Letter setting forth the components, adjustments and methods of calculation for determining, as applicable, SpinCo Working Capital and SpinCo Deferred Revenue.

" **SEC** " means the U.S. Securities and Exchange Commission.

" **Securities Act** " means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

" **Separation** " has the meaning set forth in the Separation Agreement.

" **Separation Agreement** " means the Separation and Distribution Agreement, dated as of the date hereof, by and among Citrix, SpinCo and Parent.

" **Software** " means any computer programs (whether in source code, object code or other form), algorithms, databases, compilations and data technology supporting the foregoing, and all documentation, including user manuals and training materials, related to any of the foregoing.

" **Special Dividend** " means one or more special cash dividends in an aggregate amount of up to $1.50 per share of Parent Common Stock to holders of record of the issued and outstanding shares of Parent Common Stock prior to the Effective Time (regardless of whether the actual payment date for any special dividend is before, on or after the Effective Time); provided that (i) in the event the Closing does not occur on or before March 31, 2017, Parent may pay an additional dividend of $0.50 per share with respect to the completed first quarter of calendar year 2017; (ii) in the event the Closing does not occur on or before June 30, 2017, Parent may pay an additional dividend of $0.50 per share with respect to the completed second quarter of calendar year 2017; and (iii) in the event the Closing does not occur on or before September 30, 2017, Parent may pay an additional dividend of $0.50 per share with respect to the completed third quarter of calendar year 2017.

" **SpinCo Assets** " has the meaning set forth in the Separation Agreement.

" **SpinCo Business** " has the meaning set forth in the Separation Agreement.

" **SpinCo Cash Amount** " means the aggregate amount of cash and cash equivalents held by SpinCo and its Subsidiaries as of the open of business on the Closing Date, calculated (a) net of issued but uncleared checks and drafts, (b) including the amount of any checks and drafts (i) received by SpinCo and its Subsidiaries but not yet deposited and (ii) deposited for the account of SpinCo or any of its Subsidiaries but not yet cleared and (c) excluding (x) the amount of any Restricted Cash and (y) the amount of any Offshore Cash in excess of the amounts set forth in Schedule 1.01(c) of the Citrix Disclosure Letter. As used herein, "drafts" shall include both written and electronic fund transfer orders.

" **SpinCo Contractor** " means any individual consultant or independent contractor of a Citrix Entity who is performing services primarily related to the SpinCo Business.

" **SpinCo Current Assets** " means the categories of current assets of SpinCo and its Subsidiaries set forth in the Sample Working Capital Statement, determined as of the open of business on the Closing Date in accordance with GAAP consistently applied with the SpinCo Financial Statements, subject to the adjustments set forth in the Sample Working Capital Statement. For the avoidance of doubt, the SpinCo Current Assets shall not include the SpinCo Cash Amount, any Tax assets, any Excluded Assets or any assets related to Intercompany Accounts (as defined in the Separation Agreement).

" **SpinCo Current Liabilities** " means the categories of current liabilities of SpinCo and its Subsidiaries set forth in the Sample Working Capital Statement, determined as of the open of business on the Closing Date in accordance with GAAP consistently applied with the SpinCo Financial Statements, subject to the adjustments set forth in the Sample Working Capital Statement. SpinCo Current Liabilities shall include (i) the current and long-term portion of liabilities for capital leases and (ii) the current and long-term portion of liabilities under a Non-U.S. SpinCo Plan (x) that is sponsored or maintained by SpinCo or a Transferred Subsidiary or (y) for which liabilities transfer to SpinCo or a Transferred Subsidiary under applicable Law as a result of the transactions contemplated by the Transaction Agreements; provided, that in the case of this clause (ii) such liabilities shall not be included as SpinCo Current Liabilities unless the aggregate present value of such liabilities exceeds $100,000. For the avoidance of doubt, the SpinCo Current Liabilities shall not include the current portion of deferred revenue, any Liabilities for Taxes, any SpinCo Indebtedness, any Excluded Liabilities or any Liabilities related to Intercompany Accounts.

" **SpinCo Deferred Revenue** " means the current and long-term portions of deferred revenue of SpinCo and its Subsidiaries (excluding amounts relating to activation deferred revenue) determined as of the open of business on the Closing Date in accordance with GAAP consistently applied with the SpinCo Financial Statements, subject to the adjustment set forth in the Sample Working Capital Statement.

" **SpinCo Deferred Revenue Target** " means $(124.0 million) (which is a negative number).

" **SpinCo Employee** " means any individual who is either actively employed by, or on a short-term leave of absence (including maternity, paternity, family, sick, short-term disability leave, qualified military service under the Uniformed Services Employment and Reemployment Rights Act of 1994, and leave under the Family Medical Leave Act and other approved leaves) from, a Citrix Entity and who is performing services primarily related to the SpinCo Business, but excluding any such individual mutually agreed upon by Parent and Citrix.

" **SpinCo Indebtedness** " means, without duplication, (a) any indebtedness of the Transferred Subsidiaries for borrowed money or issued in substitution for or exchange of indebtedness of the Transferred Subsidiaries for borrowed money; (b) any indebtedness of the Transferred Subsidiaries evidenced by any note, bond, debenture or other debt security; (c) any commitment by which a Transferred Subsidiary assures a creditor against loss (including any contingent reimbursement liability with respect to letters of credit, but excluding any letters of credit collateralized by Restricted Cash); (d) any off-balance sheet financing of a Transferred Subsidiary; (e) any obligations of the Transferred Subsidiaries for the deferred purchase price of property, other assets or services (including earn-outs or similar contingent payment obligations); (f) any interest rate cap agreements, interest rate swap agreements, foreign currency exchange agreements, collars and any other hedging agreements or arrangements of the Transferred Subsidiaries; (g) any obligations of the Transferred Subsidiaries for Expenses which remain

unpaid as of the Closing; (h) the obligations set forth on Schedule 1.01(d) of the Citrix Disclosure Letter which remain unpaid as of the Closing; (i) all obligations of the type referred to in clauses (a) through (h) as to which any Transferred Subsidiary is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise; and (j) any accrued and unpaid interest on, and any prepayment premiums, penalties or similar contractual charges in respect of, any of the foregoing.

" **SpinCo Intellectual Property** " means all Intellectual Property included in the SpinCo Assets and the Licensed Intellectual Property.

" **SpinCo Liabilities** " has the meaning set forth in the Separation Agreement.

" **SpinCo Material Adverse Effect** " means any event, circumstance, change in or effect on the SpinCo Business that, individually or in the aggregate, is or would reasonably be expected to be materially adverse to the business, results of operations or the financial condition of the SpinCo Business, taken as a whole; provided, however, that none of the following, either alone or in combination, shall be deemed to constitute a "SpinCo Material Adverse Effect", or taken into account in determining whether there has been a "SpinCo Material Adverse Effect": (a) events, circumstances, changes or effects that generally affect the industries or segments thereof in which the SpinCo Business operates; (b) general business, economic or political conditions (or changes therein); (c) events, circumstances, changes or effects affecting the financial, credit or securities markets in the United States or in any other country or region in the world, including changes in interest rates or foreign exchange rates; (d) events, circumstances, changes or effects arising out of, or attributable to, the announcement of the execution of, or the consummation of the transactions contemplated by, this Agreement, the Separation Agreement or any Ancillary Agreement (including the Internal Reorganization, the Contribution, the Distribution and the Merger) or the identity of the other parties hereto, including, in each case, with respect to employees, customers, distributors, suppliers, financing sources, landlords, licensors, or licensees (provided that this clause (d) shall not apply with respect to the matters described in Sections 4.04 and 4.05); (e) events, circumstances, changes or effects arising out of, or attributable to, acts of armed hostility, sabotage, terrorism or war (whether or not declared), including any escalation or worsening thereof; (f) events, circumstances, changes or effects arising out of, or attributable to, earthquakes, hurricanes, tsunamis, tornadoes, floods, mudslides or other natural disasters, weather-related conditions, explosions or fires, or any force majeure events; (g) events, circumstances, changes or effects arising out of, or attributable to, changes (or proposed changes) or modifications in GAAP, other applicable accounting standards or applicable Law or the interpretation or enforcement thereof; or (h) events, circumstances, changes or effects arising out of, or attributable to, the failure by the SpinCo Business to meet any internal or other estimates, expectations, forecasts, plans, projections or budgets for any period (it being understood that the underlying cause of, or factors contributing to, such failure or change may be taken into account in determining whether a SpinCo Material Adverse Effect has occurred, unless such underlying cause or factor would otherwise be excepted by another clause of this definition); except, in the case of clauses (a), (b), (c), (e), (f) or (g), to the extent that such event, circumstance, change or effect has a disproportionate effect on the SpinCo Business, taken as a whole, as compared with other participants in the industries in which the SpinCo Business operates.

" **SpinCo Target Cash Amount** " means $25.0 million or such greater amount calculated after giving effect to the adjustment, if any, pursuant to Section 2.04(e)(z) .

" **SpinCo Target Working Capital** " means $29.0 million.

" **SpinCo Working Capital** " means (a) the SpinCo Current Assets *minus* (b) the SpinCo Current Liabilities as of the open of business on the Closing Date. For purposes of this Agreement, SpinCo Working Capital shall be calculated in accordance with the applicable definitions included herein and in a manner consistent with the SpinCo Financial Statements and the Sample Working Capital Statement.

" **Sponsored Employe** e" has the meaning set forth in the Employee Matters Agreement.

" **Subsidiary** " of any Person means any corporation, partnership, limited liability company or other organization, whether incorporated or unincorporated, which is directly or indirectly controlled by such Person or one or more of its respective Subsidiaries.

" **Superior Proposal** " means an unsolicited written *bona fide* offer or proposal made by a third party with respect to a Competing Parent Transaction on terms and conditions that the Parent Board determines, in its good faith judgment, after consulting with a financial advisor of nationally recognized reputation and outside legal counsel, and taking into account all legal, financial and regulatory and other aspects of the proposal, including availability of financing, and any changes to the terms of this Agreement proposed in writing by Citrix in response to such offer or proposal, to be (a) more favorable from a financial point of view to the stockholders of Parent than the Merger; and (b) reasonably expected to be consummated. For purposes of the definition of "Superior Proposal," each reference to "15%" in the definition of "Competing Parent Transaction" shall be replaced with "50%".

" **Tax** " or " **Taxes** " has the meaning set forth in the Tax Matters Agreement.

" **Tax-Free Status** " has the meaning set forth in the Tax Matters Agreement.

" **Tax-Free Status of the External Transactions** " means the Tax-Free Status, but only as it applies to the Contribution, the Distribution and the Merger.

" **Tax Matters Agreement** " has the meaning set forth in the Separation Agreement.

" **Tax Representation Letters** " means Tax representation letters containing normal and customary representations and statements, substantially in compliance with IRS published advance ruling guidelines, and with customary assumptions, exceptions and modifications thereto, and consistent with the allowances and the restrictions contained in the Tax Matters Agreement, reasonably satisfactory in form and substance to Parent Tax Counsel and Citrix Tax Counsel in light of the facts and the conclusions to be reached in the Parent Merger Tax Opinion and the Citrix RMT Tax Opinions, executed by Parent, SpinCo and Citrix, and other parties, if required, as reasonably agreed by the parties hereto.

" **Tax Returns** " has the meaning set forth in the Tax Matters Agreement.

" **Termination Fee** " means $62.0 million.

" **Transferred Leased Real Property** " has the meaning set forth in the Separation Agreement.

" **Transferred Owned Real Property** " has the meaning set forth in the Separation Agreement.

" **Transferred Subsidiaries** " means each of SpinCo and the other entities that Citrix will contribute to SpinCo pursuant to the Separation Agreement, and each of their respective Subsidiaries.

" **Transition Services Agreement** " has the meaning set forth in the Separation Agreement.

" **U.S. Parent Employee** " means any Parent Employee who is employed primarily in (or, in the case of any expatriate Parent Employee, whose home country is) the United States.

" **U.S. SpinCo Employee** " means any SpinCo Employee who is employed primarily in (or, in the case of any expatriate SpinCo Employee, whose home country is) the United States.

Section 1.02 Other Defined Terms. The following terms have the meanings set forth in the Sections set forth below:

Defined Term	Location of Definition
Adjusted Citrix RSU	§ 3.04(c)
Aggregate Merger Consideration	§ 2.04(a)
Antitrust Remedial Actions	§ 7.06(c)
Certificate of Merger	§ 2.02
Change in the Parent Recommendation	§ 7.03(d)
Citrix	Preamble
Citrix Board	Recitals
Citrix Board Designees	§ 2.07(a)

Citrix Common Stock	Recitals
Citrix Merger Tax Opinion	§ 7.07(b)
Citrix Plan	§ 7.14(a)
Citrix RMT Tax Opinions	§ 7.07(b)
Citrix Separation Tax Opinion	§ 7.07(b)
Citrix Tax Counsel	§ 7.07(b)
Clean-Up Spin-Off	Recitals
Closing	§ 2.02
Closing Statement	§ 3.05(a)
Commercial Arrangements	§ 4.18
Confidentiality Agreement	§ 7.11(a)
Continuing SpinCo Employee	§ 7.14(a)
Contribution	Recitals
Copyrights	§ 1.01
Dispute Notice	§ 3.05(c)
Distribution	Recitals
Effective Time	§ 2.02
Elliott	§ 2.07(a)
ERISA	§ 4.13(a)
Estimated Cash Amount	§ 3.05(a)
Estimated SpinCo Deferred Revenue	§ 3.05(a)
Estimated SpinCo Indebtedness	§ 3.05(a)
Estimated Working Capital	§ 3.05(a)
Exchange Agent	§ 3.01(a)
Exchange Fund	§ 3.01(a)
Exchange Offer	Recitals
Extended Termination Date	§ 9.01(a)
FCPA	§ 4.10(b)
Independent Accounting Firm	§ 3.05(d)
Initial Termination Date	§ 9.01(a)
Marks	§ 1.01
Merger	Recitals
Merger Consideration	§ 2.04(a)
Merger Sub	Preamble
Non-U.S. Parent Plans	§ 5.12(b)
Non-U.S. SpinCo Plans	§ 4.13(b)
Notice Period	§ 7.03(d)(ii)
One-Step Spin-Off	Recitals
Operating Committee	§ 2.07(c)
Parent	Preamble
Parent Board	Recitals
Parent Capitalization Date	§ 5.02(a)
Parent Charter Approval	§ 1.01
Parent Customer Data	§ 5.10(l)
Parent Employee Representative Agreements	§ 5.13
Parent IP Contracts	§ 5.15(a)(iv)
Parent IT Systems	§ 5.10(j)
Parent Material Contracts	§ 5.15(a)
Parent Merger Tax Opinion	§ 7.07(b)
Parent Plans	§ 5.12(b)
Parent Products	§ 5.10(i)
Parent Tax Counsel	§ 7.07(b)
Parent Registration Statement	§ 7.01(a)
Parent Stockholders' Meeting	§ 7.02
Patents	§ 1.01
Proxy Statement	§ 7.01(a)

Registered Parent Intellectual Property	§ 5.10(b)
Registered SpinCo Intellectual Property	§ 4.11(b)
Registration Statements	§ 7.01(a)
Replacement Citrix Board Designee	§ 2.07(a)
Required Parent Stockholder Vote	§ 1.01
Revised Transaction Proposal	§ 7.03(d)(ii)
Schedule TO	§ 7.01(a)
Shares	§ 2.04(a)
SpinCo	Preamble
SpinCo Board	Recitals
SpinCo Closing Report	§ 3.05(b)
SpinCo Common Stock	Recitals
SpinCo Contractor Schedule	§ 4.14
SpinCo Customer Data	§ 4.11(l)
SpinCo Employee Representative Agreement	§ 4.14
SpinCo Employee Schedule	§ 4.14
SpinCo Financial Statements	§ 4.06(a)
SpinCo IP Contracts	§ 4.16(a)(iv)
SpinCo IT Systems	§ 4.11(j)
SpinCo Material Contracts	§ 4.16(a)
SpinCo Plans	§ 4.13(b)
SpinCo Products	§ 4.11(i)
SpinCo Registration Statement	§ 7.01(a)
Surviving Corporation	§ 2.01
Termination Date	§ 9.01(a)
Third Party Rights	§ 4.11(d)
Threshold Percentage	§ 2.04(e)
Trade Secrets	§ 1.01
U.S. Parent Plans	§ 5.12(a)
U.S. SpinCo Plans	§ 4.13(a)

Section 1.03 Interpretation and Rules of Construction.

(a) In this Agreement, except to the extent otherwise provided or that the context otherwise requires:

(i) when a reference is made in this Agreement to an Article, Section or Exhibit, such reference is to an Article or Section of, or an Exhibit to, this Agreement;

(ii) the table of contents and headings for this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement;

(iii) whenever the words "include," "includes" or "including" are used in this Agreement, they are deemed to be followed by the words "without limitation";

(iv) the words "hereof," "herein" and "hereunder" and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement;

(v) all terms defined in this Agreement have the defined meanings when used in any certificate or other document delivered or made available pursuant hereto, unless otherwise defined therein;

(vi) where used with respect to information, the phrases "delivered" or "made available" shall mean that the information referred to has been physically or electronically delivered to the relevant parties or their respective Representatives, including, (A) in the case of "made available" to Parent, material that has been posted in a "data room" (virtual or otherwise) established by or on behalf of Citrix or SpinCo and (B) in the case of "made available" to Citrix or SpinCo, material that has been posted in a "data room" (virtual or otherwise) established by or on behalf of Parent or Merger Sub;

(vii) references to "day" or "days" are to calendar days;

(viii) the definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms;

(ix) references to a Person are also to its successors and permitted assigns;

(x) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, the period in question shall end on the next succeeding Business Day;

(xi) references to sums of money are expressed in lawful currency of the United States of America, and "$" refers to U.S. dollars;

(xii) references to any "statute" or "regulation" are to such statute or regulation as amended, modified, supplemented or replaced from time to time (and, in the case of any statute, include any rules and regulations promulgated under such statute) and to any "section of any statute or regulation" include any successor to such section;

(xiii) the word "or" shall not be exclusive; and

(xiv) reference in this Agreement to any time shall be to Eastern time unless otherwise expressly provided herein.

(b) Notwithstanding anything to the contrary contained in the Disclosure Letters, in this Agreement, the Separation Agreement or in the Ancillary Agreements, the information and disclosures contained in any Section of a Disclosure Letter shall be deemed to be disclosed and incorporated by reference in each other Section of such Disclosure Letter as though fully set forth in such other Section to the extent the relevance of such information to such other Section is reasonably apparent on the face of such disclosure notwithstanding the omission of a reference or a cross-reference with respect thereto and notwithstanding any reference to a Section of such Disclosure Letter in this Agreement. Certain items and matters are listed in the Disclosure Letters for informational purposes only and may not be required to be listed therein by the terms of this Agreement. In no event shall the listing of items or matters in a Disclosure Letter be deemed or interpreted to broaden, or otherwise expand the scope of, the representations and warranties or covenants and agreements contained in this Agreement. No reference to, or disclosure of, any item or matter in any Section of this Agreement or any Section of a Disclosure Letter shall be construed as an admission or indication that such item or matter is material or that such item or matter is required to be referred to or disclosed in this Agreement or in such Disclosure Letter. Without limiting the foregoing, no reference to, or disclosure of, a possible breach or violation of any Contract, Law or Governmental Order shall be construed as an admission or indication that a breach or violation exists or has actually occurred.

ARTICLE II
THE MERGER

Section 2.01 The Merger. Upon the terms and subject to the satisfaction or written waiver (where permissible under applicable Law) of the conditions set forth in Article VIII, and in accordance with the applicable provisions of the DGCL, at the Effective Time, Merger Sub shall be merged with and into SpinCo. As a result of the Merger, the separate corporate existence of Merger Sub shall cease and SpinCo shall continue as the surviving corporation of the Merger (the " **Surviving Corporation** ").

Section 2.02 Closing; Effective Time. As promptly as practicable, but in no event later than the third (3rd) Business Day (unless another date is agreed to in writing by Citrix and Parent), after the satisfaction

or written waiver (where permissible under applicable Law) of the conditions set forth in Article VIII (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or written waiver (where permissible under applicable Law) of those conditions at the Closing), the parties hereto shall cause the Merger to be consummated by filing a certificate of merger (the " **Certificate of Merger** ") with the Secretary of State of the State of Delaware, in such form as is required by, and executed in accordance with, the relevant provisions of the DGCL (the date and time of such filing of the Certificate of Merger (or such later time as may be agreed by each of the parties hereto and specified in the Certificate of Merger) being the " **Effective Time** "). Immediately prior to such filing of the Certificate of Merger, a closing (the " **Closing** ") shall be held at the offices of Latham & Watkins LLP, 200 Clarendon Street, Boston, Massachusetts, or such other place as the parties shall agree, for the purpose of confirming the satisfaction or waiver, as the case may be, of the conditions set forth in Article VIII.

Section 2.03 Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of the DGCL.

Section 2.04 Effect on Capital Stock.

(a) Conversion of SpinCo Common Stock. At the Effective Time, by virtue of the Merger and without any action on the part of Parent, Merger Sub, SpinCo or the holders of the SpinCo Common Stock, each share of SpinCo Common Stock (all shares of SpinCo Common Stock being collectively, the " **Shares** ") issued and outstanding immediately prior to the Effective Time shall be converted automatically into the right to receive one (1) fully paid and non-assessable share of Parent Common Stock, subject to adjustment in accordance with Sections 2.04(e) and 3.01(f) (the " **Merger Consideration** " and, the aggregate number of such shares of Parent Common Stock issuable in the Merger prior to any adjustment, the " **Aggregate Merger Consideration** "), and each holder of certificates or book-entry shares which immediately prior to the Effective Time represented such Shares shall thereafter cease to have any rights with respect thereto except the right to receive the Merger Consideration, any dividends or other distributions pursuant to Section 3.01(c) and cash in lieu of any fractional shares payable pursuant to Section 3.01(e), in each case to be issued or paid, without interest, in consideration therefor.

(b) Cancellation of Certain Shares. At the Effective Time, by virtue of the Merger and without any action on the part of Parent, Merger Sub, SpinCo or the holders of the SpinCo Common Stock, each Share held in the treasury of SpinCo shall automatically be cancelled without any conversion thereof and no payment or distribution shall be made with respect thereto.

(c) Capital Stock of Merger Sub. At the Effective Time, by virtue of the Merger and without any action on the part of Parent, Merger Sub, SpinCo or the holders of the SpinCo Common Stock, each share of common stock, par value $0.01 per share, of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into and become one validly issued, fully paid and non-assessable share of common stock, par value $0.01 per share, of the Surviving Corporation.

(d) Capital Stock of Citrix. Each share of Citrix Common Stock that is issued and outstanding immediately prior to the Effective Time shall remain outstanding following the Effective Time.

(e) Exchange Ratio True-Up. If the condition set forth in Section 8.03(b) would be unable to be satisfied because immediately after the Effective Time, the percentage of outstanding shares of Parent Common Stock to be received by the former holders of SpinCo Common Stock with respect to Qualified SpinCo Common Stock would be less than 50.1% (the " **Threshold Percentage** ") of all the stock of Parent (including (i) any instruments that are treated as stock for U.S. federal income Tax purposes; and (ii) any stock that may be issued after the Effective Time, pursuant to the exercise or settlement of an option or other Contract acquired or entered into on or before the Effective Time that may be regarded as having been acquired or entered into before the Effective Time as part of a "plan" of which the Distribution is a part within the meaning of Section 355(e) of the Code, but excluding (A) for purposes of clause (i), any employee stock option that, at the time of grant, was not in-the-money and, unless an election has been made under Section 83(b) of the Code with respect thereto, any stock or stock rights granted as compensation before the Effective Time that is not vested at the Effective Time; and (B) for purposes of clause (ii), any stock that may be issued after the Effective Time, pursuant to the exercise or settlement of any rights pursuant to a Parent Stock Plan), determined without regard to any adjustment pursuant to this Section 2.04(e),

then (w) Citrix shall promptly provide notice to Parent setting forth in detail the reasons the condition set forth in Section 8.03(b) would be unable to be satisfied, (x) Citrix shall consider in good faith any comments provided by Parent, (y) the aggregate number of shares of Parent Common Stock into which the shares of SpinCo Common Stock are converted pursuant to Section 2.04(a) shall be increased such that the number of shares of Parent Common Stock to be received by the former holders of SpinCo Common Stock with respect to Qualified SpinCo Common Stock equals the Threshold Percentage, if and to the extent necessary after considering Parent's comments pursuant to clause (x) of this Section 2.04(e), and (z) except if the condition set forth in Section 8.03(b) would be unable to be satisfied as a result of (1) a breach by Parent of its obligations under this Agreement, (2) solely any actions taken by Parent or any of its Subsidiaries after the signing hereof pursuant to a plan (or series of related transactions) that includes the Distribution (within the meaning of Section 355(e) of the Code) other than the Merger, or (3) the issuance, vesting, settlement or exercise of Parent Stock Awards after the date hereof, the SpinCo Target Cash Amount shall be increased by an amount equal to the product of $63.92 multiplied by the number of additional shares of Parent Common Stock required to be issued pursuant to the true-up set forth in clause (y) of this Section 2.04(e).

(f) Issuance of Shares of SpinCo Common Stock. As contemplated by the Separation Agreement, and subject to the adjustments provided in Section 2.04(e) and Section 3.01(f), on or before the Distribution Date, SpinCo shall issue and deliver to Citrix a number of shares of SpinCo Common Stock equal to the difference of (i) 26,868,269, *minus* (ii) the number of shares of SpinCo Common Stock held by Citrix immediately prior to such issuance.

Section 2.05 Certificate of Incorporation; Bylaws.

(a) The certificate of incorporation of SpinCo shall, by virtue of the Merger and without any action on the part of Parent, Merger Sub, SpinCo or the holders of the SpinCo Common Stock, be amended and restated in its entirety to read as set forth in *Annex B* and, as so amended and restated, shall be the certificate of incorporation of the Surviving Corporation until thereafter duly amended in accordance with such certificate of incorporation and applicable Law (provided that no such amendment shall be in breach of Section 7.05 of this Agreement).

(b) The bylaws of SpinCo shall, by virtue of the Merger and without any action on the part of Parent, Merger Sub, SpinCo or the holders of the SpinCo Common Stock, be amended and restated in their entirety to read as set forth in *Annex C* and, as so amended and restated, shall be the bylaws of the Surviving Corporation until thereafter duly amended in accordance with the certificate of incorporation of the Surviving Corporation, such bylaws and applicable Law (provided that no such amendment shall be in breach of Section 7.05 of this Agreement).

Section 2.06 Directors and Officers of the Surviving Corporation. The directors of Merger Sub immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation, each to hold office in accordance with the certificate of incorporation and bylaws of the Surviving Corporation, and the officers of SpinCo immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation, in each case until their respective successors are duly elected and qualified or until such officer's earlier death, resignation or removal.

Section 2.07 Board of Directors and Management of Parent.

(a) The Parent Board shall take all such action as may be necessary to cause the number of directors comprising the Parent Board as of immediately following the Effective Time to consist of nine (9) directors, including (i) four (4) individuals designated by Citrix and satisfactory to Parent (the " **Citrix Board Designees** ") and (ii) five (5) of the current members of the Parent Board designated by Parent. Each of the Citrix Board Designees shall qualify as an "independent director," as such term is defined in NASDAQ Marketplace Rule 5605(a)(2) and at least one (1) of the Citrix Designees shall meet the minimum requirements to serve on the Audit Committee of the Parent Board under the NASDAQ Marketplace Rules. Parent acknowledges and agrees that (A) the individuals set forth on Schedule 2.07(a) of the Citrix Disclosure Letter are satisfactory to Parent as Citrix Board Designees and (B) after consideration of the transactions contemplated by this Agreement, the Separation Agreement, the Loan Agreement and the Ancillary Agreements, and the other information regarding such individuals provided to Parent by Citrix prior to the date of this Agreement, as of the date hereof such individuals

meet the qualifications set forth in the immediately preceding sentence. Notwithstanding the foregoing, the appointment of Jesse A. Cohn or any other director, officer, employee or other Affiliate of Elliott Associates, L.P., Elliott International, L.P. or Elliott International Capital Advisors Inc. (collectively, " **Elliott** ") to the Parent Board as a Citrix Board Designee shall be conditioned upon the prior execution and delivery to Parent by Elliott of the Cooperation Agreement, in substantially the form set forth as *Annex D* or as otherwise may be mutually agreed between Parent and Elliott. The Citrix Board Designees shall be assigned to Class I, Class II and Class III of the Parent Board, under the Parent Charter and applicable Law, as specified on Schedule 2.07(a) of the Citrix Disclosure Letter. For a period of two (2) years following the Closing Date, or, in the case of the Citrix Board Designee whose term of office expires at the second annual meeting of stockholders of Parent occurring after the Effective Time, the period ending on such second annual meeting of stockholders of Parent, if any of the Citrix Board Designees is unable or unwilling to serve or is otherwise no longer serving as a member of the Parent Board, then Citrix may designate a replacement individual satisfactory to the Nominating and Corporate Governance Committee of the Parent Board (a " **Replacement Citrix Board Designee** ") and the Parent Board shall promptly appoint such Replacement Citrix Board Designee to fill the vacancy created thereby. In connection with the first annual meeting of stockholders of Parent occurring after the Effective Time, the Parent Board shall, subject to the reasonable exercise of its fiduciary duties under applicable Law, take all such action as may be necessary to include the Citrix Board Designees and/or Replacement Citrix Board Designees in such class up for re-election as a nominee recommended by the Parent Board for election by Parent's stockholders and shall use no less rigorous efforts to support the election of each such Citrix Board Designee or Replacement Citrix Board Designee at such annual meeting than the manner in which Parent supports all other nominees of the Parent Board.

(b) The Parent Board shall take all such action as may be necessary to cause each of the Audit Committee, the Nominating and Corporate Governance Committee, the Compensation Committee and any other standing committees of the Parent Board to include at least one (1) Citrix Board Designee as of immediately following the Effective Time (subject, to the extent required by the NASDAQ Marketplace Rules, to qualification of such Citrix Designees to serve on such Committees).

(c) The Parent Board shall take all such action as may be necessary to cause the Parent Board to establish an Operating Committee of the Parent Board (the " **Operating Committee** ") as of immediately following the Effective Time. The Operating Committee shall have a mandate to design and oversee a plan to achieve the synergies expected to result from the Merger and undertake such other activities related thereto as may be delegated in accordance with applicable Law by the Parent Board, and shall be empowered to hire, compensate and direct the work of third-party advisors to assist therewith, with funding for such third-party advisors to be provided by Parent. The Operating Committee shall be composed of four (4) members reasonably agreed upon by Parent and Citrix, consisting of two (2) Citrix Board Designees and two (2) current members of the Parent Board. If any of the Citrix Board Designees is unable or unwilling to serve or is otherwise no longer serving as a member of the Operating Committee, then the Parent Board shall promptly appoint another Citrix Board Designee (or Replacement Citrix Board Designee) to fill the vacancy created thereby. For a period of two (2) years following the Closing Date, (x) the size of the Operating Committee shall not be increased by the Parent Board and (y) the Operating Committee shall not be disbanded by the Parent Board, in each case without the consent of the Citrix Board Designees and/or Replacement Citrix Board Designees then serving on the Operating Committee. At the second anniversary of the Closing Date, unless the Parent Board acts to extend the existence of the Operating Committee, the Operating Committee shall automatically be disbanded and shall cease to exist as a committee of the Parent Board.

(d) During the period from the date of this Agreement to the Effective Time, Parent shall consult with, and consider the views of, Citrix regarding the roles and responsibilities of members of management of the SpinCo Business in the management of Parent and the Surviving Corporation following the Effective Time.

ARTICLE III
DELIVERY OF MERGER CONSIDERATION

Section 3.01 Exchange Fund .

(b) Exchange Agent . Prior to the Effective Time, Citrix shall designate a nationally-recognized commercial bank or trust company reasonably acceptable to Parent to act as agent (the " **Exchange**

Agent ") for the benefit of the holders of Shares who exchange their Shares in accordance with this Article III. Parent shall deposit, or shall cause to be deposited, with the Exchange Agent, for the benefit of the holders of Shares, for exchange in accordance with this Article III promptly after the Effective Time, book-entry shares representing the Merger Consideration issuable to holders of Shares as of the Effective Time pursuant to Section 2.04(a) (such book-entry shares of Parent Common Stock, together with any dividends or distributions with respect thereto pursuant to Section 3.01(c) and other amounts payable in accordance with Section 3.01(e), the " **Exchange Fund** "). The Exchange Agent shall, pursuant to irrevocable instructions from Parent, deliver the Merger Consideration out of the Exchange Fund. The cash portion of the Exchange Fund shall be invested by the Exchange Agent as directed by Parent; provided that (i) no such investment of or losses thereon shall relieve Parent from making the payments required by this Article III or elsewhere in this Agreement, or affect the amount payable in respect of the Shares, and following any losses Parent shall promptly provide additional funds to the Exchange Agent in the amount of any such losses, and (ii) no such investment shall have maturities that could prevent or delay payments to be made pursuant to this Agreement. Any interest or other income from such investments shall be paid to and become income of Parent. Except as contemplated by Section 3.01(g), the Exchange Fund shall not be used for any purpose other than as specified in this Section 3.01(a).

(c) Exchange Procedures. As promptly as practicable after the Effective Time, Parent shall cause the Exchange Agent to distribute the shares of Parent Common Stock into which the shares of SpinCo Common Stock that were distributed in the Distribution have been converted pursuant to the Merger, which shares shall be distributed on the same basis as the shares of SpinCo Common Stock were distributed in the Distribution and to the Persons who received SpinCo Common Stock in the Distribution. Each Person entitled to receive SpinCo Common Stock in the Distribution shall be entitled to receive in respect of the shares of SpinCo Common Stock distributed to such Person a book-entry authorization representing the number of whole shares of Parent Common Stock that such holder has the right to receive pursuant to this Section 3.01(b) (and cash in lieu of fractional shares of Parent Common Stock, as contemplated by Section 3.01(e)) (and any dividends or distributions and other amounts pursuant to Section 3.01(c)). The Exchange Agent shall not be entitled to vote or exercise any rights of ownership with respect to Parent Common Stock held by it from time to time hereunder, except as contemplated by Section 3.01(c).

(d) Distributions with Respect to Undistributed Shares of Parent Common Stock. No dividends or other distributions declared after the Effective Time with respect to Parent Common Stock shall be paid with respect to any shares of Parent Common Stock that are not able to be distributed by the Exchange Agent promptly after the Effective Time, whether due to a legal impediment to such distribution or otherwise. Subject to the effect of abandoned property, escheat, Tax or other applicable Laws, following the distribution of any such previously undistributed shares of Parent Common Stock, there shall be paid to the record holder of such shares of Parent Common Stock, without interest, (i) at the time of the distribution, the amount of cash payable in lieu of a fractional share of Parent Common Stock to which such holder is entitled pursuant to Section 3.01(e) and the amount of dividends or other distributions with a record date after the Effective Time theretofore paid with respect to such whole shares of Parent Common Stock; and (ii) at the appropriate payment date, the amount of dividends or other distributions with a record date after the Effective Time but prior to the distribution of such whole shares of Parent Common Stock and a payment date subsequent to the distribution of such whole shares of Parent Common Stock.

(e) No Further Rights in SpinCo Common Stock. All shares of Parent Common Stock issued upon the exchange of SpinCo Common Stock in accordance with the terms of this Article III (including any cash paid pursuant to Section 3.01(c) or Section 3.01(e)) shall be deemed to have been issued or paid, as the case may be, in full satisfaction of all rights pertaining to such shares of SpinCo Common Stock.

(f) No Fractional Shares. No certificates or scrip representing fractional shares of Parent Common Stock or book-entry credit of the same shall be issued upon the surrender for exchange of SpinCo Common Stock, and such fractional share interests will not entitle the owner thereof to vote, or to any other rights of a stockholder of Parent. All fractional shares of Parent Common Stock that a holder of shares of SpinCo Common Stock would otherwise be entitled to receive as a result of the Merger shall be aggregated by the Exchange Agent. The Exchange Agent shall cause the whole shares obtained thereby to be sold on behalf of such holders of shares of SpinCo Common Stock that would otherwise be entitled to receive such fractional shares of Parent Common Stock pursuant to the Merger, in the open market or otherwise, in each case at then-prevailing market

prices, and in no case later than five (5) Business Days after the time of the Distribution. The Exchange Agent shall make available the net proceeds thereof, subject to the deduction of the amount of any withholding Taxes as contemplated in Section 3.01(i) and brokerage charges, commissions and conveyance and similar Taxes, on a *pro rata* basis, without interest, as soon as practicable to the holders of SpinCo Common Stock that would otherwise be entitled to receive such fractional shares of Parent Common Stock pursuant to the Merger.

(g) Adjustments to Exchange Ratio. The Merger Consideration shall be adjusted to reflect appropriately the effect of any stock split, reverse stock split, stock dividend (including any dividend or distribution of securities convertible into Parent Common Stock or SpinCo Common Stock), extraordinary cash dividends, reorganization, recapitalization, reclassification, combination, exchange of shares or other like change with respect to Parent Common Stock or SpinCo Common Stock (other than, in the case of SpinCo Common Stock, to the extent contemplated in the Separation Agreement) with a record date occurring on or after the date hereof and prior to the Effective Time, other than the issuance of stock by SpinCo in the Separation, the Special Dividend, or the other transactions contemplated by this Agreement and the Separation Agreement; provided that nothing in this Section 3.01(f) shall be construed to permit SpinCo, Parent or Merger Sub to take any action with respect to its securities that otherwise is prohibited by the terms of this Agreement.

(h) Termination of Exchange Fund. Any portion of the Exchange Fund (including proceeds of any investment thereof) that remains undistributed to the former holders of Shares on the date that is twelve (12) months after the Effective Time shall be delivered to Parent, upon demand, and any former holders of Shares who have not theretofore received shares of Parent Common Stock in accordance with this Article III shall thereafter look only to Parent for the Merger Consideration to which they are entitled pursuant to Section 2.04(a), any cash in lieu of fractional shares of Parent Common Stock to which they are entitled pursuant to Section 3.01(e) and any dividends or other distributions with respect to the Parent Common Stock to which they are entitled pursuant to Section 3.01(c) (subject to any abandoned property, escheat or similar Law).

(i) No Liability. None of Parent, Citrix, SpinCo, Merger Sub, the Surviving Corporation or the Exchange Agent shall be liable to any Person for any Merger Consideration from the Exchange Fund (or dividends or distributions with respect to Parent Common Stock) or other cash delivered to a public official pursuant to any abandoned property, escheat or similar Law. Any portion of the Exchange Fund remaining unclaimed by holders of Shares as of a date which is immediately prior to such time as such amounts would otherwise escheat to or become property of any Governmental Authority shall, to the extent permitted by applicable Law, become the property of Parent free and clear of any claims or interest of any Person previously entitled thereto.

(j) Withholding Rights. Each of the Surviving Corporation, the Exchange Agent, Parent and Merger Sub shall be entitled to deduct and withhold from any amounts otherwise payable pursuant to this Agreement such amounts as it is required to deduct and withhold with respect to the making of such payment under the Code, the rules or regulations promulgated thereunder, any provision of applicable state, local or foreign Tax Law or any other Law. To the extent that amounts are so withheld, such withheld amounts shall be treated for purposes of this Agreement as having been paid to the Persons otherwise entitled thereto in respect of which such deduction and withholding was made.

Section 3.02 Stock Transfer Books. From and after the Effective Time, the stock transfer books of SpinCo shall be closed and there shall be no further registration of transfers of Shares thereafter on the records of SpinCo.

Section 3.03 No Appraisal Rights. In accordance with Section 262 of the DGCL, no appraisal rights shall be available to holders of Shares in connection with the Merger.

Section 3.04 Citrix Equity Awards.

(a) Each Citrix Stock Option held by a SpinCo Employee that is outstanding immediately prior to the Effective Time shall, automatically and without any required action on the part of the holder thereof, remain outstanding as an option to acquire shares of Citrix Common Stock pursuant to the terms and conditions of the applicable award.

(b) Each Citrix RSU held by a SpinCo Employee that is outstanding as of immediately prior to the Effective Time and is subject to time-based vesting shall, after taking into account any accelerated vesting in connection with the transactions contemplated by this Agreement pursuant to the terms of the applicable award, automatically and without any required action on the part of the holder thereof, cease as of the Effective Time to represent the right with respect to Citrix Common Stock and shall be cancelled and a substitute Parent RSU with respect to shares of Parent Common Stock shall be granted on the same terms and conditions as were applicable to the Citrix RSU immediately prior to the Effective Time (including vesting and forfeiture provisions), with the number of shares of Parent Common Stock subject to each such Parent RSU equal to the number of shares of Citrix Common Stock subject to each Citrix RSU immediately prior to the Effective Time multiplied by the Adjustment Ratio, rounded down to the nearest whole share.

(c) Each Citrix RSU held by a SpinCo Employee that is outstanding as of immediately prior to the Effective Time and is subject to performance-based vesting shall be adjusted based on an interim performance assessment as if the applicable performance period ended as of the day immediately prior to the Closing Date and pro-rated based on the portion of the 36-month performance period which has elapsed as of the day immediately prior to the Closing Date, rounded down to the nearest whole share (each an " **Adjusted Citrix RSU** "). Each Adjusted Citrix RSU then shall, after taking into account any accelerated vesting in connection with the transactions contemplated by this Agreement pursuant to the terms of the applicable award, automatically and without any required action on the part of the holder thereof, cease as of the Effective Time to represent the right with respect to Citrix Common Stock and shall be cancelled and a substitute Parent RSU with respect to shares of Parent Common Stock shall be granted on the same terms and conditions as were applicable to the Adjusted Citrix RSU immediately prior to the Effective Time (except that such awards shall thereafter be subject to cliff vesting as of the end of the applicable performance period and no longer subject to any performance-vesting criteria), with the number of shares of Parent Common Stock subject to each such Parent RSU equal to the number of shares of Citrix Common Stock subject to each Adjusted Citrix RSU immediately prior to the Effective Time multiplied by the Adjustment Ratio, rounded down to the nearest whole share. Notwithstanding the foregoing, any Citrix RSU held by a SpinCo Employee with respect to the 2014-2016 performance period that remains outstanding as of the Effective Time shall not be adjusted, prorated or cancelled and no Parent RSU shall be granted in substitution for such Citrix RSU as provided in this Section 3.04(c). Each Citrix RSU described in the immediately preceding sentence shall continue to constitute the right to earn shares of Citrix Common Stock based on the actual performance of Citrix during such performance period in accordance with the terms of the applicable award agreements (except that the Effective Time shall not constitute a termination of employment of any SpinCo Employee for purposes of such Citrix RSU).

(d) Prior to the Effective Time, the Citrix Board and/or the Compensation Committee of the Citrix Board, as applicable, shall adopt any resolutions and Citrix shall take any actions that are necessary to effectuate the provisions of this Section 3.04.

Section 3.05 Determination of Net Adjustment.

(a) Within two (2) Business Days prior to the Closing Date, Citrix shall prepare and deliver to Parent a report setting forth an estimate, prepared in good faith based on SpinCo's and Citrix's books and records and other information available at the time, of (i) the SpinCo Cash Amount (the " **Estimated Cash Amount** "), (ii) the total amount of SpinCo Indebtedness as of the Closing (the " **Estimated SpinCo Indebtedness** "), (iii) the SpinCo Working Capital (the " **Estimated Working Capital** ") and the calculation by Citrix of the Estimated Working Capital Adjustment (if any), (iv) the SpinCo Deferred Revenue (the " **Estimated SpinCo Deferred Revenue** ") and the calculation by Citrix of the Estimated SpinCo Deferred Revenue Surplus (if any), and (v) the calculation by Citrix of the Initial Net Adjustment Amount (if any), which, in the case of Estimated Working Capital and Estimated SpinCo Deferred Revenue, shall be prepared in a manner consistent in all respects with the Sample Working Capital Statement, including the line items set forth therein in accordance with GAAP (the report referred to in this sentence is hereinafter referred to as the " **Closing Statement** ") together with any documentary materials used in the calculations thereof. If based on the Closing Statement, the Initial Net Adjustment Amount is a positive number, then immediately prior to the Closing, SpinCo shall distribute to Citrix an amount in cash equal to such Initial Net Adjustment Amount, and if based on the Closing Statement, the Initial Net Adjustment Amount is a negative number, then immediately prior to the Closing, Citrix shall contribute to SpinCo an amount in cash equal to the absolute value of such Initial Net Adjustment Amount. For the avoidance of doubt, if the Initial Net Adjustment Amount is zero (0), then no payments shall be made in connection therewith.

(b) Within sixty (60) days after the Closing Date, Parent shall prepare and deliver to Citrix a report that sets forth Parent's good faith calculation of (A) the SpinCo Cash Amount, (B) the total SpinCo Indebtedness as of the Closing, (C) the SpinCo Working Capital, (D) the Final Working Capital Adjustment (if any), (E) the SpinCo Deferred Revenue, (F) the Final SpinCo Deferred Revenue Surplus (if any), and (G) the Final Net Adjustment Amount (if any) which, in the case of SpinCo Working Capital and SpinCo Deferred Revenue, shall be prepared in a manner consistent in all respects with the Sample Working Capital Statement, including the line items set forth therein in accordance with GAAP (the report referred to in this sentence is hereinafter referred to as the " **SpinCo Closing Report** "). Citrix shall provide reasonable assistance, including reasonably requested documentation, to Parent in the preparation of the SpinCo Closing Report. Parent shall also deliver to Citrix documentary materials and analyses used in preparation of the SpinCo Closing Report reasonably requested by Citrix. The amounts set forth in the SpinCo Closing Report shall be determined in accordance with GAAP and in accordance with the definitions set forth in this Agreement.

(c) In the event that Citrix believes that (i) the SpinCo Closing Report prepared by Parent does not accurately reflect all or any portion of the SpinCo Cash Amount, SpinCo Working Capital, SpinCo Deferred Revenue or SpinCo Indebtedness at Closing, (ii) the Final Working Capital Adjustment, the SpinCo Deferred Revenue Surplus and/or the Final Net Adjustment Amount were incorrectly calculated by Parent, and/or (iii) the SpinCo Closing Report was not prepared in the manner required by this Agreement, Citrix shall, within thirty (30) days of the date on which Parent delivers the SpinCo Closing Report to Citrix, prepare and deliver to Parent a written notice of dispute (the " **Dispute Notice** "), which Dispute Notice shall set forth in reasonable detail the basis for the dispute. In the event that Citrix does not deliver a Dispute Notice to Parent within the time period required by the immediately preceding sentence, then the SpinCo Closing Report prepared by Parent, including the SpinCo Cash Amount, SpinCo Working Capital, SpinCo Deferred Revenue, SpinCo Indebtedness, Final Working Capital Adjustment, Final SpinCo Deferred Revenue Surplus and Final Net Adjustment Amount set forth therein, shall be deemed to be and shall become final, binding and conclusive on all of the parties hereto.

(d) In the event that Citrix timely delivers a Dispute Notice to Parent in accordance with the terms hereof, Parent and Citrix shall attempt to reconcile their differences, and any resolution by them as to any such disputes shall be final, binding and conclusive on all of the parties hereto. If Citrix and Parent are unable to resolve any such dispute within ten (10) Business Days of Parent's receipt of the Dispute Notice from Citrix, Parent and Citrix shall submit the items remaining in dispute for resolution to KPMG LLP (the " **Independent Accounting Firm** "). Promptly following the engagement of the Independent Accounting Firm, and in any event within ten (10) Business Days following such engagement, Parent and Citrix shall submit to such Independent Accounting Firm (and the other party) all documentary materials and analyses that Parent or Citrix, as the case may be, believes to be relevant to a resolution of the dispute set forth in the Dispute Notice. The Independent Accounting Firm shall consider only those items or amounts set forth in the SpinCo Closing Report as to which Citrix has disagreed in the Dispute Notice. The Independent Accounting Firm shall, within thirty (30) days after receipt of all such submissions by Parent and Citrix, determine and deliver to Parent and Citrix a written report containing such Independent Accounting Firm's determination of all disputed matters submitted to it for resolution, and such written report and the determinations contained therein shall be final, binding and conclusive on all of the parties hereto. The fees and disbursements of the Independent Accounting Firm shall be allocated to Citrix in the same proportion that the aggregate amount of such remaining disputed items so submitted to the Independent Accounting Firm that is unsuccessfully disputed by Citrix (as finally determined by the Independent Accounting Firm) bears to the total amount of such remaining disputed items so submitted, and the balance shall be paid by Parent.

(e) If the Final Net Adjustment Amount as finally determined in accordance with this Section 3.05 is a negative number, then within two (2) Business Days following the final determination of the Final Net Adjustment Amount, Citrix shall pay to the Surviving Corporation via wire transfer in immediately available funds (in accordance with the wire instructions provided by the Surviving Corporation) an amount in cash equal to the absolute value of such Final Net Adjustment Amount. If the Final Net Adjustment Amount as finally determined in accordance with this Section 3.05 is a positive number, then within two (2) Business Days following the final determination of the Final Net Adjustment Amount, Parent shall cause the Surviving Corporation to pay to Citrix via wire transfer in immediately available funds (in accordance with the wire instructions provided by Citrix) an amount in cash equal to such Final Net Adjustment Amount. For the avoidance of doubt, if the Final Net Adjustment Amount is zero (0), then no payments shall be made in connection therewith.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF CITRIX

Except as otherwise disclosed or identified in (a) the Citrix SEC Documents filed with or furnished to the SEC prior to the date of this Agreement, but excluding any risk factor disclosure and disclosure of risks included in any "forward looking statements" disclaimer or any other statement included in such Citrix SEC Documents to the extent they are predictive or forward looking in nature; or (b) the Citrix Disclosure Letter, Citrix hereby represents and warrants to Parent and Merger Sub as follows:

Section 4.01 Organization and Qualification.

(a) Each of Citrix and SpinCo is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has the corporate power and authority to own its properties and carry on its business as now being conducted. Each of Citrix and SpinCo has the necessary corporate power and authority to enter into this Agreement and the Separation Agreement, to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. Each of Citrix and SpinCo is duly licensed or qualified and in good standing (or equivalent status as applicable) in each jurisdiction in which the assets owned or leased by it or the character of its activities require it to be licensed or qualified or in good standing (or equivalent status as applicable), except as would not have a SpinCo Material Adverse Effect.

(b) The execution and delivery by Citrix and SpinCo of this Agreement and the Separation Agreement, the performance by Citrix and SpinCo of their respective obligations hereunder and thereunder, and the consummation by Citrix and SpinCo of the transactions contemplated hereby and thereby have been duly authorized by all requisite action on the part of Citrix and SpinCo, except for such further action of the Citrix Board required, if applicable, to establish the Record Date and the Distribution Date, and the effectiveness of the declaration of the Distribution by the Citrix Board (which is subject to the satisfaction or, to the extent permitted by applicable Law, waiver of the conditions set forth in the Separation Agreement), and in the case of the Merger, the adoption of this Agreement by Citrix in its capacity as the sole stockholder of SpinCo. Each of this Agreement and the Separation Agreement has been duly executed and delivered by Citrix and SpinCo, and (assuming due authorization, execution and delivery by the other parties hereto) each of this Agreement and the Separation Agreement constitutes a legal, valid and binding obligation of Citrix and SpinCo, enforceable against Citrix and SpinCo in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar Laws relating to or affecting creditors' rights generally and subject to the effect of general principles of equity (regardless of whether considered in a proceeding at law or in equity).

(c) To the extent it will be a party thereto, each Retained Citrix Entity and each Transferred Subsidiary has the necessary corporate power and authority to enter into the Loan Agreement and the Ancillary Agreements, to carry out its obligations thereunder and to consummate the transactions contemplated thereby. The execution and delivery by each Retained Citrix Entity and each Transferred Subsidiary of the Loan Agreement and the Ancillary Agreements, in each case to the extent it will be a party thereto, the performance by each Retained Citrix Entity and each Transferred Subsidiary of their respective obligations thereunder and the consummation by each Retained Citrix Entity and each Transferred Subsidiary of the transactions contemplated thereby will be, duly authorized by all requisite action on the part of each Retained Citrix Entity and each Transferred Subsidiary. The Loan Agreement and each Ancillary Agreement will be duly executed and delivered by each Retained Citrix Entity and each Transferred Subsidiary party thereto, and (assuming due authorization, execution and delivery by the other parties thereto) the Loan Agreement and each Ancillary Agreement will constitute, a legal, valid and binding obligation of each Retained Citrix Entity and each Transferred Subsidiary party thereto or contemplated to be party thereto, enforceable against each such Retained Citrix Entity or Transferred Subsidiary in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar Laws relating to or affecting creditors' rights generally and subject to the effect of general principles of equity (regardless of whether considered in a proceeding at law or in equity).

Section 4.02 Capital Structure of SpinCo.

(a) As of the date hereof, (i) the authorized capital stock of SpinCo consists of 100 Shares; (ii) 100 Shares are issued and outstanding and owned by Citrix; and (iii) no Shares are being held by SpinCo in its

treasury. Immediately following the Distribution, (x) the number of Shares issued and outstanding shall equal the total number of Shares contemplated by Section 2.04(f) of this Agreement, and the number of authorized Shares shall exceed that number and (y) no Shares will be held by SpinCo in its treasury.

(b) Except in connection with the Merger and as provided for in the Separation Agreement and the Employee Matters Agreement, (i) there are no options, warrants, convertible debt, other convertible instruments or other rights, agreements, arrangements or commitments of any character (A) relating to the issued or unissued capital stock of SpinCo; (B) obligating SpinCo to issue or sell any shares of capital stock of, or other equity interests in, SpinCo; (C) obligating SpinCo or any Transferred Subsidiary to issue, grant, extend or enter into any such option, warrant, right, agreement, arrangement or commitment; or (D) that give any Person the right to receive any economic benefit or right similar to or derived from the economic benefits and rights accruing to holders of Shares; and (ii) there are no outstanding contractual obligations of SpinCo to repurchase, redeem or otherwise acquire any shares of capital stock of, or other equity interests in, SpinCo or to provide funds to, or make any investment (in the form of a loan, capital contribution or otherwise) in, SpinCo or any other Person. All outstanding Shares are, and all such Shares which may be issued prior to the Effective Time in accordance with the terms of this Agreement and the Separation Agreement will be when issued, duly authorized, validly issued, fully paid and non-assessable and not subject to or issued in violation of any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any applicable Contracts or any provision of the certificate of incorporation or bylaws of SpinCo.

(c) There are no issued and outstanding bonds, debentures, notes or other indebtedness of SpinCo having the right to vote (or convertible into or exercisable for securities having the right to vote) on any matters on which stockholders of SpinCo may vote. Neither SpinCo nor any of the Transferred Subsidiaries is a party to any Contract relating to the voting or registration of, or restricting any Person from purchasing, selling, pledging or otherwise disposing of, any Shares.

(d) The copies of the certificate of incorporation and bylaws of SpinCo which were previously furnished or made available to Parent are true, complete and correct copies of such documents as in effect on the date of this Agreement.

Section 4.03 Transferred Subsidiaries.

(a) Each Transferred Subsidiary (other than SpinCo) is duly organized, validly existing and in good standing (to the extent such concept is recognized in the relevant jurisdiction) under the Laws of its respective jurisdiction of incorporation and has the corporate power and authority to own its properties and carry on its business as now being conducted. Each Transferred Subsidiary (other than SpinCo) is duly licensed or qualified and in good standing (or equivalent status as applicable) in each jurisdiction in which the assets owned or leased by it or the character of its activities require it to be licensed or qualified or in good standing (or equivalent status as applicable), except as would not have a SpinCo Material Adverse Effect.

(b) As of the Effective Time, (i) SpinCo or another Transferred Subsidiary will own, directly or indirectly, all equity interests in the Transferred Subsidiaries (other than SpinCo), in substantially the manner set forth on Schedule 4.03(b) of the Citrix Disclosure Letter, in each case, free and clear of all Encumbrances other than restrictions imposed by applicable securities Laws; (ii) all equity interests in the Transferred Subsidiaries will have been duly authorized, validly issued, fully paid and non-assessable; and (iii) there will be no outstanding options, warrants, convertible debt, other convertible instruments or other rights, agreements, preemptive rights, subscription rights, or similar rights, or arrangements or commitments of any character (A) relating to the equity interests in the Transferred Subsidiaries or (B) obligating any Transferred Subsidiary to issue, grant, extend or enter into any such option, warrant, convertible debt, other convertible instrument or other right, agreement, arrangement or commitment.

(c) Except for its interests in the Transferred Subsidiaries (other than SpinCo), as of the Effective Time, SpinCo will not own, directly or indirectly, any capital stock of, or other equity or voting interest in, any Person.

(d) Prior to the Effective Time, true, complete and correct copies of the certificate of incorporation and bylaws (or similar organizational documents) of the Transferred Subsidiaries (other than SpinCo) will be furnished or made available to Parent.

Section 4.04 No Conflict; Board and Stockholder Approval.

(a) Assuming that all consents, approvals, authorizations and other actions described herein or set forth on Schedule 4.04(a) of the Citrix Disclosure Letter have been obtained, all filings and notifications listed in Section 4.05 below or on Schedule 4.05 of the Citrix Disclosure Letter have been made, any applicable waiting period has expired or been terminated under applicable antitrust Laws, and except as may result from any facts or circumstances relating solely to Parent or its Affiliates, the execution, delivery and performance by Citrix and SpinCo of this Agreement and the Separation Agreement does not, and the execution, delivery and performance by each Retained Citrix Entity and each Transferred Subsidiary of the Loan Agreement and the Ancillary Agreements, in each case to which it is contemplated to be a party, will not, (i) violate, conflict with, or result in the breach of any provision of the certificate of incorporation or bylaws (or similar organizational documents) of any Retained Citrix Entity or Transferred Subsidiary; (ii) conflict with or violate any Law or Governmental Order applicable to any Retained Citrix Entity, Transferred Subsidiary, or any SpinCo Asset; (iii) conflict with, result in any breach of, constitute a default (or an event which, with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, acceleration or cancellation of, any SpinCo Material Contract or any other Contract to which any Retained Citrix Entity or Transferred Subsidiary is a party or by which any of their respective material properties or assets is bound; or (iv) (A) result in the creation or the imposition of (x) any Encumbrance upon any of the SpinCo Assets (other than a Permitted Encumbrance); or (y) any Encumbrance upon any of the capital stock of the Transferred Subsidiaries; or (B) result in the cancellation, modification, revocation or suspension of any material license or permit, authorization or approval issued or granted by any Governmental Authority in respect of the SpinCo Assets or the Transferred Subsidiaries, except, in the case of clauses (ii) – (iv), as would not materially and adversely affect the ability of Citrix or SpinCo to carry out its obligations under, and to consummate the transactions contemplated by, this Agreement, the Loan Agreement, the Separation Agreement and the Ancillary Agreements or have a SpinCo Material Adverse Effect.

(b) The Citrix Board, by resolutions duly adopted at a meeting duly called and held and not subsequently rescinded or modified in any way, has approved this Agreement, the Separation Agreement and the transactions contemplated hereby and thereby. The SpinCo Board, by unanimous written consent, has approved and declared the advisability of this Agreement and the Separation Agreement and the transactions contemplated hereby and thereby, including the Merger. To Citrix's Knowledge, no state takeover statute is applicable to the Merger or any of the other transactions contemplated by this Agreement.

(c) As promptly as practicable after execution of this Agreement, Citrix will approve and adopt, as SpinCo's sole stockholder, this Agreement, the Merger and the other transactions contemplated by this Agreement and the transactions contemplated by the Separation Agreement which require the consent of SpinCo's stockholders under the DGCL, SpinCo's certificate of incorporation or SpinCo's bylaws. Following such approval and adoption by Citrix, the approval of SpinCo's stockholders after the Distribution Date will not be required to effect the transactions contemplated by this Agreement, including the Merger, unless this Agreement is amended on or after the Distribution Date and such approval is required, solely as a result of such amendment, under the DGCL or SpinCo's certificate of incorporation or bylaws. The approval of Citrix's stockholders is not required to effect the transactions contemplated by this Agreement, the Loan Agreement, the Separation Agreement or the Ancillary Agreements.

Section 4.05 Governmental Consents and Approvals. The execution, delivery and performance by Citrix and SpinCo of this Agreement and the Separation Agreement and the execution, delivery and performance by each Retained Citrix Entity and each Transferred Subsidiary of the Loan Agreement and the Ancillary Agreements, in each case to which it is contemplated to be a party, do not require any consent, approval, authorization or other order or declaration of, action by, filing with or notification to, any Governmental Authority, other than (a) compliance with, and filings under, the HSR Act or any other applicable antitrust Laws; (b) the filing and recordation of the Certificate of Merger with the Secretary of State of the State of Delaware pursuant to Section 2.02; (c) the filing with the SEC and effectiveness of the Registration Statements and, if applicable, the filing with the SEC of the Schedule TO, and such other compliance with the Exchange Act and the Securities Act as may be

required in connection with the transactions contemplated by this Agreement; (d) compliance with, and filings under, the Communications Act; (e) consents, approvals, authorizations or other orders or declarations of, actions by, filings with, or notifications to, the state public utility commissions or similar state authorities having jurisdiction over the assets of Citrix and each Transferred Subsidiary; (f) consents, approvals, authorizations or other orders or declarations of, actions by, filings with, or notifications to, any Governmental Authority relating to the Internal Reorganization; (g) the amendment and restatement of SpinCo's certificate of incorporation as described in Section 7.17; (h) as a result of any facts or circumstances relating solely to Parent or any of its Affiliates; or (i) where the failure to obtain such consent, approval, authorization, order, declaration or action, or to make such filing or notification, would not prevent or materially delay the consummation by Citrix or SpinCo of the transactions contemplated by this Agreement, the Loan Agreement, the Separation Agreement and the Ancillary Agreements or would not have a SpinCo Material Adverse Effect.

Section 4.06 Financial Information.

(a) Set forth on Schedule 4.06(a) of the Citrix Disclosure Letter are (i) the audited combined balance sheets of the SpinCo Business at December 31, 2015 and 2014 and the audited combined statements of income and comprehensive income, combined statements of equity and combined statements of cash flows of the SpinCo Business for the years ended December 31, 2015, 2014 and 2013, and (ii) the unaudited combined balance sheet of the SpinCo Business at March 31, 2016 and the unaudited combined statements of income and comprehensive income, combined statement of equity and combined statement of cash flows of the SpinCo Business for the quarterly period ended March 31, 2016 (collectively, the "**SpinCo Financial Statements**"). The SpinCo Financial Statements, subject to the notes thereto, (i) present fairly, in all material respects, the combined financial position of the SpinCo Business as of the dates thereof and the results of operations and cash flows of the SpinCo Business for the periods covered thereby; and (ii) were prepared in accordance with GAAP, consistently applied during the periods covered thereby.

(b) Except as set forth in the SpinCo Financial Statements or the notes thereto, and except for Liabilities arising out of or in connection with this Agreement, the Separation Agreement or the Ancillary Agreements, since December 31, 2015, the Citrix Entities have not incurred any Liabilities that will be liabilities of the Transferred Subsidiaries as a SpinCo Liability pursuant to the Separation Agreement other than Liabilities that would not have a SpinCo Material Adverse Effect. The Transferred Subsidiaries do not have as of the date hereof, and will not have as of the Closing Date, any indebtedness for borrowed money or liability for any indebtedness for borrowed money of any other Person.

(c) With respect to the SpinCo Business, Citrix maintains, and has maintained, a standard system of accounting established and administered in accordance with GAAP applied on a consistent basis. Citrix and its Subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions in the SpinCo Business are executed in accordance with management's general or specific authorizations; (ii) transactions in the SpinCo Business are recorded as necessary to permit preparation of financial statements of the SpinCo Business in conformity with GAAP applied on a consistent basis and to maintain accountability for assets of the SpinCo Business; (iii) access to assets of the SpinCo Business is permitted only in accordance with management's general or specific authorizations; and (iv) the recorded accountability for assets of the SpinCo Business is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(d) As of immediately following the consummation of the transactions contemplated by this Agreement, the Separation Agreement and the Ancillary Agreements, (i) SpinCo will not be insolvent; (ii) SpinCo will not be left with unreasonably small capital; (iii) SpinCo will not have incurred debts or other Liabilities beyond its ability to pay such debts or other Liabilities as they mature; and (iv) the capital of SpinCo will not be impaired.

Section 4.07 Absence of Changes. Since December 31, 2015, (a) there has not occurred any SpinCo Material Adverse Effect and (b) except as contemplated by or permitted under this Agreement, the Separation Agreement and the Ancillary Agreements, the Citrix Entities have conducted the SpinCo Business in the ordinary course in all material respects. Without limiting the generality of the foregoing, since December 31, 2015, neither SpinCo nor any Transferred Subsidiary has taken any action that would require the consent of Parent under clauses (v), (viii), (ix) or (xiv) - (xvii) of Section 6.01(b) if taken after the date hereof.

Section 4.08 Litigation. There is no Action by or against any Citrix Entity and relating to the SpinCo Business pending or, to the Knowledge of Citrix, threatened by or before any Governmental Authority that would have a SpinCo Material Adverse Effect or would prevent or materially delay the consummation by Citrix or SpinCo of the transactions contemplated by this Agreement, the Loan Agreement, the Separation Agreement and the Ancillary Agreements.

Section 4.09 Registration Statement. The information supplied by Citrix for inclusion or incorporation by reference in the Registration Statements and the Proxy Statement and, if applicable, the Schedule TO and any other filing contemplated by Section 7.01, shall not, (a) with respect to each Registration Statement, at the time each Registration Statement is declared or becomes effective; (b) with respect to the Parent Registration Statement, at the time the prospectus contained in such Registration Statement is first mailed to stockholders of Citrix; (c) with respect to the Proxy Statement, at the time the Proxy Statement (or any amendment thereof or supplement thereto) is first mailed to the stockholders of Parent; (d) at the time of the Parent Stockholders' Meeting; (e) at the time the Schedule TO is filed with the SEC (if applicable); (f) on the Distribution Date; or (g) at the Effective Time, contain any untrue statement of a material fact or fail to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. All documents that Citrix and SpinCo are responsible for filing with the SEC in connection with the transactions contemplated by this Agreement, the Loan Agreement, the Separation Agreement and the Ancillary Agreements will comply as to form and substance in all material respects with the applicable requirements of the Securities Act and the Exchange Act.

Section 4.10 Compliance with Laws.

(a) Citrix and its Subsidiaries are conducting the SpinCo Business in all material respects in compliance with all Laws and Governmental Orders applicable to the SpinCo Business, and the SpinCo Business is not in material violation of any such Law or Governmental Order. In connection with the SpinCo Business, Citrix and its Subsidiaries have obtained and are, in all material respects, in compliance with all material permits, licenses, approvals, agreements and authorizations issued or granted by any Governmental Authority (other than Environmental Permits, which are the subject of Section 4.17) that are necessary to conduct the SpinCo Business as currently conducted or to own, lease or operate the SpinCo Assets. This Section 4.10 does not apply with respect to the matters that are the subject of the representations and warranties set forth in Section 4.11, Section 4.13, Section 4.14, Section 4.15 and Section 4.17.

(b) Each of Citrix and its Subsidiaries is in compliance in all material respects with the Foreign Corrupt Practices Act of 1977, as amended (the "**FCPA**"), the U.K. Bribery Act and any similar U.S. or foreign Law concerning corrupt payments applicable to the SpinCo Business. Since January 1, 2013, neither Citrix nor any of its Subsidiaries has been given written notice by a Governmental Authority of, or to Citrix's Knowledge has been investigated by any Governmental Authority with respect to, any violation by Citrix or its Subsidiaries of the FCPA, the U.K. Bribery Act, or any similar U.S. or foreign Law concerning corrupt payments applicable to the SpinCo Business. Neither Citrix nor any of its Subsidiaries nor, to Citrix's Knowledge, any Person authorized to act, and acting, on behalf of Citrix or any of its Subsidiaries, in each case, with respect to the SpinCo Business, has paid or given, offered or promised to pay or give, or authorized or ratified the payment or giving, directly or indirectly, of any monies or anything of value to any national, provincial, municipal or other government official or employee or any political party or candidate for political office or Governmental Authority for the direct or indirect purpose of influencing any act or decision of such Person or of the Governmental Authority to obtain or retain business, or direct business to any person or to secure any other improper benefit or advantage that has resulted in a material violation of applicable Law. For purposes of this provision, an "official or employee" includes any known official or employee of any directly or indirectly government-owned or government-controlled entity, and any known officer or employee of a public international organization, as well as any person known to be acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for or on behalf of any such public international organization.

(c) Without limiting Section 4.10(a) above, to the Knowledge of Citrix, each Citrix Entity is in compliance in all material respects with all export control and embargo laws applicable to the SpinCo Business. (A) Each Citrix Entity has obtained all approvals necessary for (i) exporting the SpinCo Products and related technology, including Software, outside the United States in accordance with all applicable U.S. export control

regulations, and (ii) when any Citrix Entity is the seller of record, importing SpinCo Products and related technology, including Software, into any country in which such SpinCo Products are now sold or licensed for use, and (B) all such export and import approvals in the United States and throughout the world are valid, current, outstanding and in full force and effect, except in each case of clauses (A) or (B) as would not have a SpinCo Material Adverse Effect.

(d) Without limiting Section 4.10(a) above, to the Knowledge of Citrix, each Citrix Entity is in compliance in all material respects with the Communications Act applicable to the SpinCo Business. Each Citrix Entity has obtained all Communications Licenses necessary for the ownership and operation of its businesses as currently conducted and each such Communications License is in full force and effect. Except as would not reasonably be expected to have, individually or in the aggregate, a SpinCo Material Adverse Effect, Citrix and each Citrix Entity (i) is in compliance with the terms of all Communications Licenses and (ii) has not received written notice from the FCC alleging any conflict with or breach of any permit, license, approval, agreement or authorizations. Citrix and each Citrix Entity is in compliance with, and to the Knowledge of Citrix is not under investigation with respect to, and has not been threatened with any investigation, complaint or audit regarding or given notice of any violation of, the Communications Act, except for failures to comply or violations that have not had and would not reasonably be expected to have, individually or in the aggregate, a SpinCo Material Adverse Effect or to materially interfere with or delay the consummation of the Merger. There is no judgment, decree, injunction, rule or order of the FCC outstanding against Citrix or any Citrix Entity that has or would reasonably be expected to have, individually or in the aggregate, a SpinCo Material Adverse Effect or that, as of the date hereof, seeks to materially interfere with or delay the consummation of the Merger.

Section 4.11 Intellectual Property; IT; Data Security .

(a) Schedule 4.11(a) of the Citrix Disclosure Letter contains a complete and accurate list of (i) all Patents, registered and material unregistered and pending applications for Marks, and registered and pending applications for Copyrights, and domain name registrations, in each such case that are included in the SpinCo Intellectual Property and (ii) the owner of such item of Intellectual Property and the jurisdiction in which such item of Intellectual Property has been registered or filed and the applicable application, registration, or serial or other similar identification number.

(b) All Patents, Marks and Copyrights that are included in the SpinCo Intellectual Property that are issued by, or registered or the subject of an application filed with, as applicable, the U.S. Patent and Trademark Office, the U.S. Copyright Office or any similar office or agency anywhere in the world (the " **Registered SpinCo Intellectual Property** ") (i) are in compliance with all formal legal requirements and have been duly maintained (including the payment of maintenance fees) and are not expired, cancelled or abandoned, except for such issuances, registrations or applications that a Citrix Entity has permitted to expire or has cancelled or abandoned in its reasonable business judgment and (ii) are not subject to any maintenance fees or taxes or actions falling due within ninety (90) days after the Closing Date. No Registered SpinCo Intellectual Property is involved as of the date of this Agreement in any interference, reissue, re-examination, inter-partes review, post-grant review, or opposition proceeding. All Registered SpinCo Intellectual Property is subsisting, valid and enforceable; provided that the foregoing representation and warranty is made to Citrix's Knowledge with respect to any Registered SpinCo Intellectual Property that is not issued or the subject of a registration.

(c) The Citrix Entities exclusively own all of the Intellectual Property owned or purported to be owned by the Citrix Entities and included in the SpinCo Assets and have valid and enforceable rights pursuant to written agreements to use, sell, license and otherwise exploit, as the case may be, all other Intellectual Property included in the SpinCo Assets as the same is used, sold, licensed and otherwise exploited by the Citrix Entities in the SpinCo Business as currently conducted, free and clear of all Encumbrances (other than Permitted Encumbrances). No Citrix Entity has any commitments or outstanding offers to or agreements with any standards body, patent pool, or similar formal or informal organization applicable to any SpinCo Intellectual Property.

(d) In the five (5) years immediately prior to the date hereof, there have been, and there are as of the date hereof, no Actions pending, or, to Citrix's Knowledge, threatened alleging (i) infringement, misappropriation or any other violation of any Intellectual Property of any Person (" **Third Party Rights** ") by any of the Transferred Subsidiaries, the operation of the SpinCo Business or the manufacture, sale, offer for sale, importation and/or use of any SpinCo Product or (ii) that any of the SpinCo Intellectual Property is invalid or unenforceable.

(e) To the Knowledge of Citrix, the operation of the SpinCo Business and the manufacture, sale, offer for sale, importation and/or use of any SpinCo Product have not in the five (5) years prior to the date hereof, do not and will not (if operated in substantially the same manner as operated by the Citrix Entities prior to the date hereof) infringe, misappropriate or otherwise violate any material Third Party Right. Notwithstanding any provision in this Agreement to the contrary, the representations and warranties contained in this Section 4.11(e) are the only representations and warranties being made by the Citrix Entities with respect to the infringement, misappropriation or other violation of any Third Party Rights.

(f) To the Knowledge of Citrix, there is no actual, alleged or suspected infringement, misappropriation or other violation by any Person of any of the SpinCo Intellectual Property and there is no Action pending or claim threatened, and no Citrix Entity has received from or delivered to any Person written notice of a claim, for any such infringement, misappropriation or other violation.

(g) The Citrix Entities have taken reasonable security measures to protect the confidentiality of Trade Secrets included in the SpinCo Intellectual Property, including requiring each employee and consultant of a Citrix Entity and any other Person with access to such Trade Secrets to execute a binding confidentiality agreement, copies or forms of which have been made available to Parent and, to the Knowledge of Citrix, there has not been any breach by any party to such confidentiality agreements.

(h) All current or former employees, consultants and contractors of the Citrix Entities who have contributed to the SpinCo Intellectual Property did so (i) within the scope of his or her employment or engagement such that, subject to and in accordance with applicable Law, all Intellectual Property arising therefrom became the exclusive property of the applicable Citrix Entity or (ii) pursuant to valid and enforceable written agreements assigning, subject to applicable Law, all Intellectual Property arising therefrom to the applicable Citrix Entity.

(i) (i) No Citrix Entity has granted, directly or indirectly, any current or contingent rights, licenses or interests in or to any source code of any product and service developed, marketed, licensed, sold, performed, distributed or otherwise made available by the SpinCo Business included in the SpinCo Assets (the " **SpinCo Products** "), and (ii) no Citrix Entity has provided or disclosed any source code of any SpinCo Product to any Person.

(j) Each SpinCo Product substantially performs in accordance with its documented specifications and as the applicable Citrix Entity has warranted to its customers, and the SpinCo Products do not contain any Malicious Code. Citrix uses industry standard methods to detect and prevent Malicious Code (and subsequently to correct or remove such Malicious Code) that may be present in the SpinCo Products. SpinCo does not include or install any spyware, adware, or other similar Software that monitors the use of the SpinCo Products or contacts any remote computer without the knowledge and express consent of the user(s) of the applicable SpinCo Product or remote computer, as applicable. The computer systems, servers, network equipment and other computer hardware owned, leased or licensed by the Citrix Entities included in the SpinCo Assets (" **SpinCo IT Systems** ") are, to Citrix's Knowledge, adequate and sufficient for the operation of the SpinCo Business as currently conducted. The Citrix Entities have each implemented commercially reasonable data security, data backup, data storage, system redundancy and disaster avoidance and recovery procedures with respect to the SpinCo IT Systems.

(k) None of the SpinCo Products contain, incorporate, link or call to, are distributed with, or otherwise use any Free or Open Source Software. Neither the development of any SpinCo Product with any Free or Open Source Software, nor the incorporation, linking, calling, distribution or other use in, by or with any SpinCo Product of any such Free or Open Source Software, (i) obligates any Citrix Entity to disclose, make available, offer or deliver any portion of the source code of such SpinCo Product or component thereof to any third party, or (ii) requires that any SpinCo Product be licensed for the purpose of making derivative works, or be licensed under terms that allow reverse engineering, reverse assembly, or disassembly of any kind, or be redistributed at no charge, other than the applicable Free or Open Source Software. The Citrix Entities are in material compliance with all terms and conditions of any license for Free or Open Source Software that is contained in, incorporated into, linked or called by, distributed with, or otherwise used by any SpinCo Product.

(l) (i) The Citrix Entities have reasonable security measures in place to protect Data relating to the customers of the SpinCo Business (" **SpinCo Customer Data** ") under their and, to the Knowledge of Citrix, their service providers' possession or control from unauthorized access; and (ii) the Citrix Entities' hardware, software, encryption, systems, policies and procedures are reasonably sufficient to protect the security and confidentiality of all material SpinCo Customer Data. To the Knowledge of Citrix, none of the Citrix Entities nor any of their service providers has suffered any breach in security that has permitted or resulted in any unauthorized access to or disclosure of SpinCo Customer Data. In the collection and processing by the Citrix Entities of any SpinCo Customer Data, the Citrix Entities, and, to the Knowledge of Citrix, their service providers have complied in all material respects with applicable Information Privacy Laws and the Privacy Policies of the Citrix Entities. No Action has been filed or commenced or, to the Knowledge of Citrix, threatened against, any of the Citrix Entities or their service providers alleging any failure to comply with any Information Privacy Laws related to or in connection with the SpinCo Business. The execution, delivery and performance of this Agreement, the transactions contemplated herein, including the Internal Reorganization and Distribution, will not violate any applicable Information Privacy Laws and the Privacy Policies of the Citrix Entities.

(m) There are no settlements, covenants not to sue, consents, judgments, or orders or similar obligations that: (i) restrict the rights of any Citrix Entity to use any SpinCo Intellectual Property; (ii) restrict the SpinCo Business in order to accommodate a third party's Intellectual Property; or (iii) permit third parties to use the SpinCo Intellectual Property.

(n) The execution, delivery and performance of this Agreement, including the Internal Reorganization, the Distribution and the performance of any transactions contemplated by this Agreement, will not (i) violate, conflict with or result in a default (whether after the giving of notice, lapse of time or both) under any SpinCo IP Contract; (ii) cause the release, disclosure, or delivery of any SpinCo Intellectual Property by or to any escrow agent or other person, or any grant, assignment, or transfer to any other person of any license or other right or interest under, to, or in any SpinCo Intellectual Property; or (iii) result in the loss of or creation of any Encumbrance on any SpinCo Intellectual Property.

Section 4.12 Real Property .

(a) Schedule 4.12(a) of the Citrix Disclosure Letter sets forth the address (or other identifying description) of each parcel of Transferred Leased Real Property and the identity of the lessor, lessee and current occupant (if different from lessee) of each such parcel of Transferred Leased Real Property. The Transferred Leased Real Property constitutes all of the leased real property used or held for use by any Citrix Entity that is material to the conduct of the SpinCo Business as currently conducted. A Citrix Entity has a valid and binding leasehold interest in each parcel of Transferred Leased Real Property, free and clear of all Encumbrances other than Permitted Encumbrances. No Citrix Entity has subleased, licensed or otherwise granted to a third party any right to use or occupy all or any portion of the Transferred Leased Real Property.

(b) Schedule 4.12(b) of the Citrix Disclosure Letter sets forth the address and parcel number of each parcel of Transferred Owned Real Property. A Citrix Entity has good and marketable fee simple title in and to each parcel of Transferred Owned Real Property, including all of the buildings and improvements thereon, free and clear of all Encumbrances, other than Permitted Encumbrances. The Transferred Owned Real Property constitutes all of the owned real property used or held for use by any Citrix Entity that is material to the conduct of the SpinCo Business as currently conducted. All buildings, structures and other improvements located on the Transferred Owned Real Property are in good condition and repair in all material respects, reasonable wear and tear excepted. Other than the right of Parent pursuant to this Agreement, there are no outstanding options, rights of first offer or rights of first refusal to purchase any such Transferred Owned Real Property or any portion thereof or interest therein. Other than pursuant to easements of record, no Citrix Entity has leased or granted any right to use or occupy all or any portion of a Transferred Owned Real Property to a third party. There is no condemnation or other proceeding in eminent domain, pending or, to the Knowledge of Citrix, threatened, affecting the Transferred Owned Real Property or any portion thereof or interest therein.

Section 4.13 Employee Benefit Matters .

(a) Schedule 4.13(a) of the Citrix Disclosure Letter lists, as of the date hereof, all material "employee benefit plans" (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (" **ERISA** "), whether or not subject to ERISA), all material bonus, stock option, stock purchase, restricted stock, incentive, deferred compensation, retiree medical or life insurance, supplemental retirement, severance or other compensation or benefit plans, programs or arrangements, and all material employment, termination, severance or other Contracts, to which Citrix or a Subsidiary of Citrix is a party, with respect to which Citrix or a Subsidiary of Citrix has any obligation or which are maintained, contributed to or sponsored by Citrix or a Subsidiary of Citrix, in each case, for the benefit of any U.S. SpinCo Employee or to which any U.S. SpinCo Employee is a party (collectively, the " **U.S. SpinCo Plans** "). Citrix has made available to Parent the plan document, summary plan description, or summary of material terms of each material U.S. SpinCo Plan. Schedule 4.13(a) separately identifies, as of the date hereof, any U.S. SpinCo Plans (i) that are sponsored or maintained by SpinCo or a Transferred Subsidiary or (ii) for which Liabilities are expected to transfer to SpinCo or a Transferred Subsidiary under applicable Law as a result of the transactions contemplated by the Transaction Agreements (as defined in the Separation Agreement).

(b) Schedule 4.13(b) of the Citrix Disclosure Letter lists, as of the date hereof, all material employee benefit plans, material bonus, stock option, stock purchase, restricted stock, incentive, deferred compensation, retiree medical or life insurance, supplemental retirement, jubilee, long-service, termination indemnity, severance or other compensation or benefit plans, programs or arrangements and all material employment, termination, severance or other Contracts, to which Citrix or a Subsidiary of Citrix is a party, with respect to which Citrix or a Subsidiary of Citrix has any obligation or which are maintained, contributed to or sponsored by Citrix or a Subsidiary of Citrix, in each case, for the benefit of any Non-U.S. SpinCo Employee or to which any Non-U.S. SpinCo Employee is a party (other than statutory plans) (collectively, the " **Non-U.S. SpinCo Plans** " and together with the U.S. SpinCo Plans, the " **SpinCo Plans** "). Citrix has made available to Parent the plan document, summary plan description, or summary of material terms of each material Non-U.S. SpinCo Plan. Schedule 4.13(b) separately identifies, as of the date hereof, any Non-U.S. SpinCo Plans (i) that are sponsored or maintained by SpinCo or a Transferred Subsidiary or (ii) for which Liabilities are expected to transfer to SpinCo or a Transferred Subsidiary under applicable Law as a result of the transactions contemplated by the Transaction Agreements (as defined in the Separation Agreement).

(c) Except as would not result in material liability to SpinCo or a Transferred Subsidiary, each SpinCo Plan (and any related trust or other funding vehicle) has been administered in all material respects in accordance with its terms and is in compliance in all material respects with ERISA, the Code and all other applicable material Laws. Each of SpinCo, its Subsidiaries and the Transferred Subsidiaries is in compliance in all material respects with ERISA, the Code and all other material Laws applicable to the SpinCo Plans.

(d) None of the execution and delivery of this Agreement, the Separation Agreement or the Ancillary Agreements, the Internal Reorganization, the Separation or the consummation of the Merger or any other transaction contemplated hereby (alone or in conjunction with any other event, including any termination of employment) will (i) entitle any SpinCo Employee to an increase in or right to receive any material compensation or benefit; (ii) accelerate the time of payment or vesting, or trigger any payment or funding, of any material compensation or benefit or trigger any other material obligation under any SpinCo Plan; or (iii) result in any breach or violation of or default under, or limit SpinCo's right to amend, modify or terminate, any SpinCo Plan, except in each case as provided in this Agreement or the Employee Matters Agreement or required pursuant to applicable Law.

(e) Schedule 4.13(e) of the Citrix Disclosure Letter includes a list of all employees with the title of Vice President or above of Citrix and its Affiliates who, during the six (6) months prior to the date hereof, were internally transferred or whose duties and responsibilities were otherwise altered, in either case, in a manner that affects whether such employee is or is not classified as a SpinCo Employee, and with respect to each such employee, the employee's name (to the extent permitted under applicable Law), job title and base rate of pay as of February 1, 2016 and July 1, 2016. Except (x) as set forth on Schedule 4.13(e) of the Citrix Disclosure Letter, (y) transfers of employees related to Citrix's ShareFile business, and (z) as would not otherwise materially impair the operation of the SpinCo Business, during the six (6) months prior to the date hereof, no employees of the Citrix Entities were internally transferred or had their duties and responsibilities otherwise altered in a manner that affected whether such employee is or is not classified as a SpinCo Employee.

(f) Since December 31, 2015, there has not occurred any material increase in the base salaries, target bonus opportunity, or other compensation or benefits payable by Citrix or its Affiliates (including SpinCo and its Subsidiaries) to any of the SpinCo Employees other than in the ordinary course of business and consistent with past custom and practice.

Section 4.14 Labor Matters . Schedule 4.14(a) of the Citrix Disclosure Letter (the " **SpinCo Employee Schedule** ") lists, as of the date hereof, all SpinCo Employees, including (to the extent permitted under applicable Law), each such individual's name (or identification number to the extent the name cannot legally be provided), position, base salary or wage rate, bonus opportunity, date of hire, principal work location, whether such SpinCo Employee is actively at work or on leave of absence (including the nature of such leave) and whether such SpinCo Employee is a Sponsored Employee (and, with respect to each Sponsored Employee, the type and expiration date of the Sponsored Employee's visa or work permit and the issuing country and country of citizenship of the Sponsored Employee). Schedule 4.14(b) of the Citrix Disclosure Letter (the " **SpinCo Contractor Schedule** ") lists, as of the date hereof, all SpinCo Contractors, including (to the extent permitted under applicable Law) each such individual's name, base compensation rate and principal work location. Schedules 4.14(a) and (b) of the Citrix Disclosure Letter shall be updated in accordance with Section 7.14(c) . There are no collective bargaining agreements that are applicable to the current employees of Citrix and its Subsidiaries who will become SpinCo Employees to which a Citrix Entity is a party, including arrangements with works councils and other similar employee representative bodies, under which the SpinCo Employees will have outstanding rights or obligations on and following the Closing (each, a " **SpinCo Employee Representative Agreement** "). (a) There are no material strikes or lockouts with respect to any SpinCo Employees pending, or to the Knowledge of Citrix, threatened; (b) there is no material union organizing effort pending or, to the Knowledge of Citrix, threatened against the SpinCo Business; (c) there is no unfair labor practice, material labor dispute (other than routine individual grievances) or material labor arbitration proceeding pending or, to the Knowledge of Citrix, threatened against the SpinCo Business; and (d) there is no material slowdown, or work stoppage in effect or, to the Knowledge of Citrix, threatened with respect to the SpinCo Employees. Citrix conducts the SpinCo Business in compliance in all material respects with all applicable Laws with respect to labor relations, employment and employment practices, including occupational safety and health standards, terms and conditions of employment, payment of wages, classification of employees, immigration, visas, work status, pay equity and workers' compensation.

Section 4.15 Taxes .

(a) All material Tax Returns required to be filed by or with respect to the Transferred Subsidiaries, as applicable, have been filed when due (taking into account any extensions of such due date), all such Tax Returns are true, correct and complete in all material respects, and the Transferred Subsidiaries have paid (or have had paid on their behalf) all respective material Taxes due and owing (whether or not shown on any Tax Return).

(b) Each of the Transferred Subsidiaries has withheld and paid all respective material Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party.

(c) The unpaid Taxes of the Transferred Subsidiaries did not, as of March 31, 2016, exceed the reserve for Tax liability (excluding any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of the SpinCo Financial Statements (rather than in any notes thereto). Since March 31, 2016, none of the Transferred Entities has incurred any liability for Taxes outside the ordinary course of business or otherwise inconsistent with past custom and practice.

(d) There are (i) no examinations or audits of any material Tax Return of the Transferred Subsidiaries in progress and (ii) no written notice of a claim or pending investigation has been received by Citrix or any of the Transferred Subsidiaries in the past three (3) years from any Governmental Authority in any jurisdiction where the Transferred Subsidiaries do not file Tax Returns or pay Taxes that the SpinCo Business is or may be subject to Taxes in that jurisdiction or may have a duty to file Tax Returns in that jurisdiction. None of the

Transferred Subsidiaries has a permanent establishment or is resident for Tax purposes outside of its jurisdiction or territory of incorporation or formation that would give rise to material Taxes with respect to the Transferred Subsidiaries.

(e) To the Knowledge of Citrix, no Action is pending or has been threatened against or with respect to the Transferred Subsidiaries in respect of any Tax. No deficiency of material Taxes in respect of the SpinCo Business or the Transferred Subsidiaries has been asserted in writing as a result of any audit or examination by any Governmental Authority that is not adequately reserved for in the SpinCo Financial Statements in accordance with GAAP or has not been otherwise resolved or paid in full.

(f) Neither Citrix nor any of the Transferred Subsidiaries has entered into any "listed transaction" within the meaning of Treasury Regulations section 1.6011-4.

(g) To the Knowledge of Citrix, none of Citrix or its Subsidiaries has taken or agreed to take any action that would (and none of them is aware of any facts, agreement, plan or other circumstance that would) prevent either the Merger or the Separation from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code or otherwise prevent the Tax-Free Status of the External Transactions.

(h) There are no material Tax Encumbrances on any Transferred Subsidiary (other than Permitted Encumbrances).

(i) No Transferred Subsidiary has distributed stock of another Person or had its stock distributed by another Person in a transaction (other than the Distribution or a transaction effected in connection therewith, including the Internal Reorganization) that was intended to be governed in whole or in part by Section 355 of the Code (i) in the two (2) years prior to the date of this Agreement or (ii) in a distribution that could otherwise constitute part of a "plan" or "series of related transactions" (within the meaning of Section 355(e) of the Code) in connection with the Merger.

(j) None of the Transferred Subsidiaries is a party to, is bound by or has any obligation under any material Tax sharing, Tax allocation or Tax indemnity agreement or similar contract or arrangement (including any advance pricing agreement, closing agreement or other agreement relating to Taxes with any Governmental Authority) other than (i) commercial agreements entered into in the ordinary course of business, the principal purpose of which is not related to Taxes and (ii) the Tax Matters Agreement. None of the Transferred Subsidiaries has any Liability for Taxes of any Person (other than Citrix or any of its Subsidiaries) under Treasury Regulations section 1.1502-6 (or any similar provision of state, local or non-U.S. Law) or as a transferee or successor.

(k) None of the Transferred Subsidiaries (or any of its respective predecessors) (i) is or was a "surrogate foreign corporation" within the meaning of Section 7874(a)(2)(B) of the Code or is treated as a U.S. corporation under Section 7874(b) of the Code, or (ii) was created or organized in the United States such that such entity would be taxable in the United States as a domestic entity pursuant to the dual charter provision of Treasury Regulations section 301.7701-5(a).

(l) Except as set forth on Schedule 4.15(l) of the Citrix Disclosure Letter, no entity classification election pursuant to Treasury Regulations section 301.7701-3 has been filed with respect to any of the Transferred Subsidiaries.

(m) The representations and warranties set forth in this Section 4.15 and, to the extent relating to Tax matters, Section 4.13 , constitute the sole and exclusive representations and warranties of Citrix regarding Tax matters.

Section 4.16 SpinCo Material Contracts .

(a) Schedule 4.16(a) of the Citrix Disclosure Letter lists each of the following Contracts (x) to which a Citrix Entity is a party, in each case to the extent relating to the SpinCo Business, and (y) to which any Transferred Subsidiary is a party or by which their properties or assets are bound (such Contracts being " **SpinCo Material Contracts** ") that, in each case, is in effect as of the date of this Agreement:

(i) Contracts for the purchase of products or for the receipt of services, the performance of which will extend over a period of one (1) year or more and which involved consideration or payments by a Citrix Entity in excess of $250,000 in the aggregate during the calendar year ended December 31, 2015, or which require consideration or payments by a Citrix Entity in excess of $250,000 in the aggregate during any future calendar year;

(ii) Contracts for the furnishing of products or services by a Citrix Entity, the performance of which will extend over a period of one (1) year or more and which involved consideration or payments to a Citrix Entity in excess of $250,000 in the aggregate during the calendar year ended December 31, 2015, or which require consideration or payments to a Citrix Entity in excess of $250,000 in the aggregate during any future calendar year;

(iii) Contracts concerning the establishment or operation of a partnership, joint venture or limited liability company;

(iv) Contracts (A) that (i) involve a settlement, standstill, co-existence, consent to use or similar obligation of a Citrix Entity to any other Person or of any other Person to a Citrix Entity relating to any claim or allegation of infringement, misappropriation or any other violation of Intellectual Property; (ii) grant any Citrix Entity a license to, option to, or right to use or exploit (including by means of a covenant not to sue) Intellectual Property owned or controlled by any other Person that is material to the operation of the SpinCo Business or (iii) assign any Citrix Entity Intellectual Property developed by any other Person that is material to the operation of the SpinCo Business, or (B) under which any Citrix Entity assigns or grants a license to, option to, or right to use or exploit (including by means of a covenant not to sue) any Intellectual Property, except, in each case of the foregoing clauses (A) and (B), (x) Contracts with customers entered into in the ordinary course of business (other than (i) any such Contracts that are Restrictive Covenant Agreements, (ii) such Contracts the performance of which will extend over a period of one (1) year or more and that have fees greater than $250,000 in the aggregate during the calendar year ended December 31, 2015, or which require consideration or payments to a Citrix Entity in excess of $250,000 in the aggregate during any future calendar year, or (iii) such Contracts that are entered into on forms of Contract other than the applicable Citrix Entity's standard form of customer Contract without material modification of any provisions relating to any SpinCo Intellectual Property), (y) off-the-shelf, commercially available and "shrink-wrap" software licenses that have annual or total license fees of less than $250,000 in the three (3) years prior to the date hereof or Free or Open Source Software (other than any such licenses for software that are imbedded or incorporated in a SpinCo Product) and (z) Contracts with former or current employees, independent contractors or consultants (collectively, other than such Contracts excluded under the foregoing clauses (x), (y) and (z), the " **SpinCo IP Contracts** ");

(v) the lease agreements that pertain to each parcel of Transferred Leased Real Property;

(vi) Contracts for the furnishing of products or services by a Citrix Entity to any Governmental Authority that are material to the SpinCo Business, taken as a whole;

(vii) Contracts containing (A) a covenant materially restricting the ability of any Transferred Subsidiary or its Affiliates to engage in any line of business in any geographic area or to compete with any Person, to market any product or to solicit customers; (B) a provision granting the other party "most favored nation" status or equivalent preferential pricing terms; or (C) a provision granting the other party exclusivity or similar rights in respect of the SpinCo Business;

(viii) indentures, credit agreements, loan agreements and similar instruments pursuant to which a Transferred Subsidiary has or will incur or assume any indebtedness for borrowed money or has or will guarantee or otherwise become liable for any such indebtedness of any other Person; and

(ix) material Contracts under which there has been imposed an Encumbrance (other than Permitted Encumbrances) on any of the assets, tangible or intangible, of the SpinCo Business.

(b) Citrix has made available to Parent true, complete and correct copies of each SpinCo Material Contract in effect on the date of this Agreement. Each SpinCo Material Contract is valid and binding on the applicable Citrix Entity and, to the Knowledge of Citrix, the counterparty thereto, and is in full force and effect, subject to the effect of any applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar Laws relating to or affecting creditors' rights generally and subject to the effect of general principles of equity (regardless of whether considered in a proceeding at law or in equity), except insofar as it has expired in accordance with its terms after the date hereof. No Citrix Entity is in material breach of, or material default under, any SpinCo Material Contract to which it is a party.

Section 4.17 Environmental Matters.

(a) (i) Citrix and its Subsidiaries are conducting the SpinCo Business in compliance in all material respects with Environmental Law; (ii) in connection with the SpinCo Business, Citrix and its Subsidiaries have obtained and are in compliance in all material respects with all Environmental Permits that are necessary to conduct the SpinCo Business as now conducted or to own, lease or operate the SpinCo Assets; (iii) in connection with the SpinCo Business, Citrix and its Subsidiaries have not, to the Knowledge of Citrix, Released any Hazardous Materials that require any material Remedial Action pursuant to Environmental Law; and (iv) there is no Action pending or, to the Knowledge of Citrix, threatened, in connection with the SpinCo Business, against Citrix or any of its Subsidiaries that relates to any violation or alleged violation of, or any Liability or alleged Liability under, any Environmental Law that would reasonably be expected to result in a material cost or obligation to the SpinCo Business.

(b) Notwithstanding anything in this Agreement to the contrary, the representations and warranties contained in Section 4.05, and, as such relates to occupational health and safety standards, Section 4.12 and in this Section 4.17 are the only representations and warranties being made by Citrix or SpinCo in this Agreement with respect to compliance with or Liability under Environmental Law or Environmental Permits or with respect to any environmental, health or safety matter related in any way to the SpinCo Business, the Transferred Leased Real Property or the Transferred Owned Real Property.

Section 4.18 Sufficiency of Assets; Title. Except as otherwise provided in this Agreement and after giving effect to the Internal Reorganization, the SpinCo Assets and the employment of the SpinCo Employees, together with the services and assets to be provided, the licenses to be granted and the other arrangements contemplated by the Separation Agreement, the Ancillary Agreements (including the services available under the Transition Services Agreement) and the commercial arrangements set forth on Schedule 4.18 of the Citrix Disclosure Letter (the "**Commercial Arrangements**"), shall, in the aggregate, constitute all of the assets necessary to conduct, in all material respects, the SpinCo Business immediately after the Closing in substantially the same manner as currently conducted by Citrix and its Subsidiaries. Except for Permitted Encumbrances, Citrix has good and valid title to, or valid leases, licenses or rights to use, all of the SpinCo Assets material to the SpinCo Business. Except for (a) the Excluded Assets to be used by the Retained Citrix Entities to provide the services to the Transferred Subsidiaries described in the Transition Services Agreement, (b) the Intellectual Property subject to the IP License Agreement and (c) the Commercial Arrangements, none of the Excluded Assets are used or held for use in any material respect in connection with the SpinCo Business, and none of the SpinCo Assets are used or held for use in any material respect in Citrix's business other than the SpinCo Business. Except with respect to services or products contemplated to be provided pursuant to the Separation Agreement, the Ancillary Agreements or the Commercial Arrangements, none of the Intercompany Agreements is material to the SpinCo Business. Immediately after consummation of the Distribution and the other transactions contemplated by the Separation Agreement, except for this Agreement, the Separation Agreement, the Ancillary Agreements and the Commercial Arrangements, (i) SpinCo and the Transferred Subsidiaries will owe no obligations or Liabilities to Citrix and its Subsidiaries, and vice versa, and (ii) there will be no Contracts between SpinCo or any Transferred Subsidiary, on the one hand, and Citrix or any of its Subsidiaries, on the other hand.

Section 4.19 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement, the

Separation Agreement, the Loan Agreement or the Ancillary Agreements based upon arrangements made by or on behalf of Citrix or any of its Subsidiaries, for which Parent or any of its Subsidiaries (including the Transferred Subsidiaries following the Closing) would be liable.

Section 4.20 Disclaimer of Citrix and SpinCo.

(a) EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE IV OR IN THE SEPARATION AGREEMENT, THE LOAN AGREEMENT OR THE ANCILLARY AGREEMENTS, AND EXCEPT IN THE CASE OF FRAUD WITH RESPECT TO THE MATTERS SPECIFICALLY ADDRESSED IN THIS ARTICLE IV OR IN THE SEPARATION AGREEMENT OR THE ANCILLARY AGREEMENTS, AND NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NONE OF CITRIX, SPINCO OR THEIR RESPECTIVE REPRESENTATIVES MAKES OR HAS MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF THE SPINCO BUSINESS, THE RETAINED CITRIX ENTITIES, THE TRANSFERRED SUBSIDIARIES, THE TRANSACTIONS CONTEMPLATED HEREBY OR ANY OF THE SPINCO ASSETS OR SPINCO LIABILITIES TO BE ASSUMED. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE IV OR IN THE SEPARATION AGREEMENT, THE LOAN AGREEMENT OR THE ANCILLARY AGREEMENTS AND EXCEPT IN THE CASE OF FRAUD WITH RESPECT TO THE MATTERS SPECIFICALLY ADDRESSED IN THIS ARTICLE IV OR IN THE SEPARATION AGREEMENT, THE LOAN AGREEMENT OR THE ANCILLARY AGREEMENTS, CITRIX, SPINCO AND THEIR RESPECTIVE REPRESENTATIVES HAVE NOT MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, WITH RESPECT TO (I) ANY RETAINED CITRIX ENTITIES, EXCLUDED ASSETS OR EXCLUDED LIABILITIES; (II) MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE AND ALL OTHER WARRANTIES ARISING UNDER THE UNIFORM COMMERCIAL CODE (OR SIMILAR LAWS); (III) THE OPERATION OF THE SPINCO BUSINESS AFTER THE CLOSING; OR (IV) THE PROBABLE SUCCESS, PROFITABILITY OR PROSPECTS OF THE SPINCO BUSINESS AFTER THE CLOSING, AND ANY SUCH REPRESENTATION OR WARRANTY IS HEREBY EXPRESSLY DISCLAIMED.

(b) EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE IV OR IN THE SEPARATION AGREEMENT, THE LOAN AGREEMENT OR THE ANCILLARY AGREEMENTS, AND EXCEPT IN THE CASE OF FRAUD WITH RESPECT TO THE MATTERS SPECIFICALLY ADDRESSED IN THIS ARTICLE IV OR IN THE SEPARATION AGREEMENT, THE LOAN AGREEMENT OR THE ANCILLARY AGREEMENTS, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NONE OF CITRIX, SPINCO OR THEIR REPRESENTATIVES WILL HAVE OR BE SUBJECT TO ANY LIABILITY OR INDEMNIFICATION OBLIGATION TO PARENT, MERGER SUB, ITS REPRESENTATIVES OR TO ANY OTHER PERSON RESULTING FROM THE DISTRIBUTION TO PARENT, MERGER SUB OR ITS REPRESENTATIVES OF, OR PARENT'S, MERGER SUB'S OR THEIR REPRESENTATIVES' USE OF, ANY INFORMATION RELATING TO THE SPINCO BUSINESS, INCLUDING ANY PROJECTIONS, FORECASTS, BUSINESS PLANS, BUDGETS, COST ESTIMATES OR OTHER MATERIAL MADE AVAILABLE TO PARENT OR ITS REPRESENTATIVES, WHETHER ORALLY OR IN WRITING, IN CERTAIN "DATA ROOMS," MANAGEMENT PRESENTATIONS, FUNCTIONAL "BREAK-OUT" DISCUSSIONS, "EXPERT SESSIONS," DILIGENCE CALLS OR MEETINGS, RESPONSES TO QUESTIONS SUBMITTED ON BEHALF OF PARENT, MERGER SUB OR THEIR REPRESENTATIVES OR IN ANY OTHER FORM IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUB

Except as otherwise disclosed or identified in (a) the Parent SEC Documents filed with or furnished to the SEC prior to the date of this Agreement, but excluding any risk factor disclosure and disclosure of risks included in any "forward looking statements" disclaimer or any other statement included in such Parent SEC Documents to the extent they are predictive or forward looking in nature; or (b) the Parent Disclosure Letter, Parent and Merger Sub, jointly and severally, hereby represent and warrant to Citrix and SpinCo as follows:

Section 5.01 Organization and Qualification; Subsidiaries.

(a) Parent is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has the corporate power and authority to own its properties and carry on its business as now being conducted. Each of Parent and Merger Sub has the necessary corporate power and authority to enter into this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. Each of Parent and Merger Sub is duly licensed or qualified and in good standing (or equivalent status as applicable) in each jurisdiction in which the assets owned or leased by it or the character of its activities require it to be licensed or qualified or in good standing (or equivalent status as applicable), except as would not have a Parent Material Adverse Effect.

(b) The execution and delivery by Parent and Merger Sub of this Agreement, the performance by Parent and Merger Sub of their respective obligations hereunder and the consummation by Parent and Merger Sub of the transactions contemplated hereby and thereby have been duly authorized by all requisite action on the part of Parent and Merger Sub, except for the Parent Stockholder Approval, and in the case of the Merger, the adoption of this Agreement by Parent in its capacity as the sole stockholder of Merger Sub. This Agreement has been duly executed and delivered by Parent and Merger Sub, and (assuming due authorization, execution and delivery by the other parties hereto) this Agreement constitutes a legal, valid and binding obligation of Parent and Merger Sub, enforceable against Parent and Merger Sub in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar Laws relating to or affecting creditors' rights generally and subject to the effect of general principles of equity (regardless of whether considered in a proceeding at law or in equity).

(c) Parent has the necessary corporate power and authority to enter into the Loan Agreement and each Ancillary Agreement to which it is or will be a party, to carry out its obligations thereunder and to consummate the transactions contemplated thereby. The execution and delivery by Parent of the Loan Agreement and each Ancillary Agreement to which it is or will be a party, the performance by Parent of its obligations thereunder and the consummation by Parent of the transactions contemplated thereby have been, or will be, duly authorized by all requisite action on the part of Parent. The Loan Agreement and each Ancillary Agreement will be duly executed and delivered by Parent, and (assuming due authorization, execution and delivery by the other parties thereto) the Loan Agreement and each Ancillary Agreement will constitute, a legal, valid and binding obligation of Parent, enforceable against Parent in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar Laws relating to or affecting creditors' rights generally and subject to the effect of general principles of equity (regardless of whether considered in a proceeding at law or in equity).

(d) Schedule 5.01(d) of the Parent Disclosure Letter sets forth a list as of the date hereof of the Subsidiaries of Parent and their respective jurisdictions of organization. Each Subsidiary of Parent is duly organized, validly existing and in good standing (to the extent such concept is recognized in the relevant jurisdiction) under the Laws of its respective jurisdiction of incorporation and has the corporate power and authority to own its properties and carry on its business as now being conducted. Each Subsidiary of Parent is duly licensed or qualified and in good standing (or equivalent status as applicable) in each jurisdiction in which the assets owned or leased by it or the character of its activities require it to be licensed or qualified or in good standing (or equivalent status as applicable), except as would not have a Parent Material Adverse Effect. (i) Parent or a Subsidiary of Parent owns, directly or indirectly, all equity interests in the Subsidiaries of Parent, in each case, free and clear of all Encumbrances other than restrictions imposed by applicable securities Laws; (ii) all equity interests in the Subsidiaries of Parent have been duly authorized and are validly issued, fully paid and non-assessable; and (iii) there are no outstanding options, warrants, convertible debt, other convertible instruments or other rights, agreements, arrangements or commitments of any character relating to the equity interests in the Subsidiaries of Parent.

(e) Merger Sub is a direct, wholly-owned Subsidiary of Parent. Merger Sub has been formed solely for the purpose of engaging in the transactions contemplated by this Agreement and prior to the Closing Date will have engaged in no other business activities. The copies of the certificate of incorporation and bylaws of Merger Sub that were previously furnished or made available to Citrix are true, complete and correct copies of such documents as in effect on the date of this Agreement.

Section 5.02 Capitalization .

(a) As of the date hereof, the authorized capital stock of Parent consists of 75,000,000 shares of Parent Common Stock and 5,000,000 shares of Parent Preferred Stock. As of the close of business on July 22, 2016 (the " **Parent Capitalization Date** "), (i) 25,306,647 shares of Parent Common Stock, and zero shares of Parent Preferred Stock, were issued and outstanding; (ii) (A) 526,535 shares of Parent Common Stock were subject to outstanding Parent Stock Options; (B) 1,367,678 shares of Parent Common Stock were subject to outstanding Parent RSUs with time-based vesting; and (C) 189,500 shares of Parent Common Stock were subject to outstanding Parent RSUs with performance-based vesting; and (iii) 2,798,389 shares of Parent Common Stock, and zero shares of Parent Preferred Stock, were held in the treasury of Parent. Except as set forth above, as of the Parent Capitalization Date, (x) there were no options, warrants, convertible debt, other convertible instruments or other rights, agreements, arrangements or commitments of any character (aa) relating to the issued or unissued capital stock of Parent; (bb) obligating Parent or any of its Subsidiaries to issue or sell any shares of capital stock of, or other equity interests in, Parent; (cc) obligating Parent or any of its Subsidiaries to issue, grant, extend or enter into any such option, warrant, right, agreement, arrangement or commitment; or (dd) that give any Person the right to receive any economic benefit or right similar to or derived from the economic benefits and rights accruing to holders of shares of Parent Common Stock; and (y) there are no outstanding contractual obligations of Parent or any of its Subsidiaries to repurchase, redeem or otherwise acquire any shares of Parent Common Stock. All outstanding shares of Parent Common Stock are, and all such shares of Parent Common Stock which may be issued in accordance with the terms of this Agreement (including the Merger Consideration) will be when issued, duly authorized, validly issued, fully paid and non-assessable and not subject to or issued in violation of any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any applicable Contracts or any provision of the Parent Charter or the bylaws of Parent.

(b) There are no issued and outstanding bonds, debentures, notes or other indebtedness of Parent or any of its Subsidiaries having the right to vote (or convertible into or exercisable for securities having the right to vote) on any matters on which stockholders of Parent may vote. Neither Parent nor any of its Subsidiaries is a party to any Contract or agreement relating to the voting or registration of, or restricting any Person from purchasing, selling, pledging or otherwise disposing of, any shares of Parent Common Stock.

Section 5.03 No Conflict; Board and Stockholder Approval .

(a) Assuming that all consents, approvals, authorizations and other actions described herein or set forth on Schedule 5.03(a) of the Parent Disclosure Letter have been obtained, all filings and notifications listed in Section 5.04 below or on Schedule 5.04 of the Parent Disclosure Letter have been made, any applicable waiting period has expired or been terminated under applicable antitrust Laws, and except as may result from any facts or circumstances relating solely to Citrix or its Affiliates, the execution, delivery and performance by Parent of this Agreement does not, and the execution, delivery and performance by Parent of the Loan Agreement and each Ancillary Agreement to which it is contemplated to be a party will not, (a) violate, conflict with, or result in the breach of any provision of the certificate of incorporation or bylaws of Parent; (b) conflict with or violate any Law or Governmental Order applicable to Parent or any Subsidiary of Parent; (c) conflict with, result in any breach of, constitute a default (or an event which, with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, acceleration or cancellation of, any Parent Material Contract or any other Contract to which Parent or any Subsidiary of Parent is a party or by which any of their respective material properties or assets is bound; or (d) (i) result in the creation or the imposition of (x) any Encumbrance upon any assets of Parent or any of its Subsidiaries (other than a Permitted Encumbrance); or (y) any Encumbrance upon any of the capital stock of Parent or any of its Subsidiaries; or (ii) result in the cancellation, modification, revocation or suspension of any material license or permit, authorization or approval issued or granted by any Governmental Authority in respect of Parent or any of its Subsidiaries, or any of their respective assets, except, in the case of clauses (b) - (d) , as would not materially and adversely affect the ability of Parent to carry out its obligations under, and to consummate the transactions contemplated by, this Agreement, the Loan Agreement and the Ancillary Agreements or have a Parent Material Adverse Effect.

(b) (b) The Parent Board, by resolutions duly adopted at a meeting duly called and held and not subsequently rescinded or modified in any way, has (i) determined that this Agreement and the transactions contemplated hereby, including the Merger, are advisable and has approved this Agreement; and (ii) recommended

the approval by the stockholders of Parent of the Parent Share Issuance. The Parent Board, by resolutions duly adopted at a meeting duly called and held and not subsequently rescinded or modified in any way, will have approved, declared advisable and recommended the approval by the stockholders of Parent of the Parent Charter Amendment and, to the extent the New Parent Stock Plan will be included in the Proxy Statement, the New Parent Stock Plan.

(c) The Parent Stockholder Approval is the only vote of the holders of any voting securities of Parent under any Law, the rules and regulations of Nasdaq, the Parent Charter and Parent's bylaws necessary to approve the transactions contemplated by this Agreement, including the Parent Share Issuance, the Parent Charter Amendment and the New Parent Stock Plan.

(d) As promptly as practicable after execution of this Agreement (and in any event within twenty-four (24) hours), Parent will approve and adopt, as Merger Sub's sole stockholder, this Agreement, the Merger and the other transactions contemplated by this Agreement which require the consent of Merger Sub's stockholders under the DGCL, Merger Sub's certificate of incorporation or Merger Sub's bylaws.

Section 5.04 Governmental Consents and Approvals. The execution, delivery and performance by Parent and Merger Sub of this Agreement and the execution, delivery and performance by Parent of the Loan Agreement and the Ancillary Agreements to which it is contemplated to be a party do not require any consent, approval, authorization or other order or declaration of, action by, filing with or notification to, any Governmental Authority, other than (a) compliance with, and filings under, the HSR Act or any other applicable antitrust Laws; (b) the filing and recordation of the Certificate of Merger with the Secretary of State of the State of Delaware pursuant to Section 2.02; (c) the filing with the SEC of the Proxy Statement, the filing with the SEC and effectiveness of the Registration Statements and such other compliance with the Exchange Act and the Securities Act as may be required in connection with the transactions contemplated by this Agreement; (d) compliance with the rules and regulations of Nasdaq as required in connection with the transactions contemplated by this Agreement; (e) as a result of any facts or circumstances relating solely to Citrix or any of its Affiliates; or (f) where the failure to obtain such consent, approval, authorization, order, declaration or action, or to make such filing or notification, would not prevent or materially delay the consummation by Parent or Merger Sub of the transactions contemplated by this Agreement, the Loan Agreement and the Ancillary Agreements or would not have a Parent Material Adverse Effect.

Section 5.05 SEC Filings; Financial Information.

(a) Parent has made available to Citrix complete and correct copies of the Parent SEC Documents. Since January 1, 2013, Parent has filed with the SEC each report, statement, schedule or registration statement or other filing required by applicable Law to be filed by Parent at or prior to the time so required. As of its filing date (or, if amended or superseded by a filing prior to the date hereof, on the date of such filing), each Parent SEC Document complied as to form in all material respects with the applicable requirements of the Securities Act, the Exchange Act and the Sarbanes-Oxley Act. As of its filing date (or, if amended or superseded by a filing prior to the date hereof, on the date of such filing), no Parent SEC Document filed pursuant to the Exchange Act contained any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. No Parent SEC Document that is a registration statement, as amended or supplemented, if applicable, filed pursuant to the Securities Act, as of the date such registration statement or amendment became effective, contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(b) Each of the consolidated financial statements (including, in each case, any notes thereto) contained (or incorporated by reference) in the Parent SEC Documents (i) present fairly, in all material respects, the combined financial position of Parent and its Subsidiaries as of the dates thereof and the results of operations and cash flows of Parent and its Subsidiaries for the periods covered thereby (subject, in the case of unaudited statements, to normal and recurring year-end adjustments which have not had, and would not have, a Parent Material Adverse Effect); and (ii) were prepared in accordance with GAAP as applied by Parent (except as may be indicated in the notes thereto or, in the case of unaudited statements, as permitted by Form 10-Q of the SEC).

(c) Parent has timely filed all certifications and statements required by (i) Rule 13a-14 or Rule 15d-14 under the Exchange Act; or (ii) 18 U.S.C. Section 1350 (Section 906 of the Sarbanes-Oxley Act of 2002) with respect to all applicable Parent SEC Documents. Parent maintains disclosure controls and procedures required by Rule 13a-15 or Rule 15d-15 under the Exchange Act; such controls and procedures are effective to ensure that all material information concerning Parent and its Subsidiaries is made known on a timely basis to the individuals responsible for the preparation of Parent's SEC filings and other public disclosure documents. As used in this Section 5.05(c), the term "filed" shall be broadly construed to include any manner in which a document or information is furnished, supplied or otherwise made available to the SEC. There were no significant deficiencies or material weaknesses identified in management's assessment of internal control over financial reporting as of and for the year ended December 31, 2015 (nor has any such deficiency or weakness been identified as of the date hereof).

(d) Parent maintains, and has maintained, a standard system of accounting established and administered in accordance with GAAP applied on a consistent basis. Parent and its Subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP applied on a consistent basis and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorizations; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(e) Upon the consummation of the transactions contemplated by this Agreement, the Separation Agreement, the Loan Agreement and the Ancillary Agreements, (i) Parent will not be insolvent; (ii) Parent will not be left with unreasonably small capital; (iii) Parent will not have incurred debts or other Liabilities beyond its ability to pay such debts or other Liabilities as they mature; and (iv) the capital of Parent will not be impaired.

Section 5.06 Absence of Changes. Since December 31, 2015, (a) there has not occurred any Parent Material Adverse Effect and (b) except as contemplated by or permitted under this Agreement, Parent and its Subsidiaries have conducted their businesses in the ordinary course in all material respects. Without limiting the generality of the foregoing, since December 31, 2015, neither Parent nor any of its Subsidiaries has taken any action that would require the consent of Citrix under clauses (vi), (viii) - (ix) or (xiv) - (xvi) of Section 6.02(b) if taken after the date hereof.

Section 5.07 Litigation. There is no Action by or against Parent or any of its Subsidiaries pending or, to Parent's Knowledge, threatened before any Governmental Authority that would have a Parent Material Adverse Effect or would prevent or materially delay the consummation by Parent or Merger Sub of the transactions contemplated by this Agreement, the Loan Agreement and the Ancillary Agreements.

Section 5.08 Registration Statement. The information supplied by Parent for inclusion or incorporation by reference in the Registration Statements and the Proxy Statement and, if applicable, the Schedule TO and any other filing contemplated by Section 7.01, shall not, (a) with respect to each Registration Statement, at the time each Registration Statement is declared or becomes effective; (b) with respect to the Parent Registration Statement, at the time the prospectus contained in such Registration Statement is first mailed to stockholders of Citrix; (c) with respect to the Proxy Statement, at the time the Proxy Statement (or any amendment thereof or supplement thereto) is first mailed to the stockholders of Parent; (d) at the time of the Parent Stockholders' Meeting; (e) at the time the Schedule TO is filed with the SEC (if applicable); (f) on the Distribution Date; or (g) at the Effective Time, contain any untrue statement of a material fact or fail to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. All documents that Parent is responsible for filing with the SEC in connection with the transactions contemplated by this Agreement, the Loan Agreement and the Ancillary Agreements will comply as to form and substance in all material respects with the applicable requirements of the Securities Act and the Exchange Act.

Section 5.09 Compliance with Laws .

(a) Parent and its Subsidiaries are conducting their businesses in all material respects in compliance with all Laws and Governmental Orders applicable to the businesses of Parent and its Subsidiaries and are not in material violation of any such Law or Governmental Order. Each of Parent and its Subsidiaries has obtained and is, in all material respects, in compliance with all material permits, licenses, approvals, agreements and authorizations issued or granted by any Governmental Authority (other than Environmental Permits, which are the subject of Section 5.16) that are necessary to conduct its business as currently conducted or to own, lease or operate its assets and facilities. This Section 5.09(a) does not apply with respect to the matters that are the subject of the representations and warranties set forth in Section 5.10 , Section 5.12 , Section 5.13 , Section 5.14 and Section 5.16 .

(b) Each of Parent and its Subsidiaries is in compliance in all material respects with the FCPA, the U.K. Bribery Act and any similar U.S. or foreign Law concerning corrupt payments applicable to its businesses. Since January 1, 2013, neither Parent nor any of its Subsidiaries has been given written notice by a Governmental Authority of, or to Parent's Knowledge has been investigated by any Governmental Authority with respect to, any violation by Parent or its Subsidiaries of the FCPA, the U.K. Bribery Act, or any similar U.S. or foreign Law concerning corrupt payments applicable to its businesses. Neither Parent nor any of its Subsidiaries nor, to Parent's Knowledge, any Person authorized to act, and acting, on behalf of Parent or its Subsidiaries has paid or given, offered or promised to pay or give, or authorized or ratified the payment or giving, directly or indirectly, of any monies or anything of value to any national, provincial, municipal or other government official or employee or any political party or candidate for political office or Governmental Authority for the direct or indirect purpose of influencing any act or decision of such Person or of the Governmental Authority to obtain or retain business, or direct business to any person or to secure any other improper benefit or advantage that has resulted in a material violation of applicable Law. For purposes of this provision, an "official or employee" includes any known official or employee of any directly or indirectly government-owned or government-controlled entity, and any known officer or employee of a public international organization, as well as any person known to be acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for or on behalf of any such public international organization.

(c) Without limiting Section 5.09(a) above, to the Knowledge of Parent, each Parent Entity is in compliance in all material respects with all export control and embargo laws applicable to the business of Parent and its Subsidiaries. (A) Each Parent Entity has obtained all approvals necessary for (i) exporting the Parent Products and related technology, including Software, outside the United States in accordance with all applicable U.S. export control regulations, and (ii) when any Parent Entity is the seller of record, importing Parent Products and related technology, including Software, into any country in which such Parent Products are now sold or licensed for use, and (B) all such export and import approvals in the United States and throughout the world are valid, current, outstanding and in full force and effect, except in each case in clauses (A) and (B) as would not have a Parent Material Adverse Effect.

Section 5.10 Intellectual Property; IT; Data Security .

(a) Schedule 5.10(a) of the Parent Disclosure Letter contains a complete and accurate list of (i) all Patents, registered and material unregistered and pending applications for Marks, and registered and pending applications for Copyrights, and domain name registrations, in each such case that are included in the Parent Intellectual Property and (ii) the owner of such item of Intellectual Property and the jurisdiction in which such item of Intellectual Property has been registered or filed and the applicable application, registration, or serial or other similar identification number.

(b) All Patents, Marks and Copyrights owned or purported to be owned or exclusively licensed by Parent and each of its Subsidiaries and used or held for use in their respective businesses that are issued by, or registered or the subject of an application filed with, as applicable, the U.S. Patent and Trademark Office, the U.S. Copyright Office or any similar office or agency anywhere in the world (the " **Registered Parent Intellectual Property** ") (i) are in compliance with all formal legal requirements and have been duly maintained (including the payment of maintenance fees) and are not expired, cancelled or abandoned, except for such issuances, registrations or applications that Parent or any of its Subsidiaries has permitted to expire or has cancelled or abandoned in its reasonable business judgment and (ii) are not subject to any maintenance fees or taxes or actions falling due within

ninety (90) days after the Closing Date. No Registered Parent Intellectual Property is involved as of the date of this Agreement in any interference, reissue, re-examination, inter-partes review, post-grant review, or opposition proceeding. All Registered Parent Intellectual Property is subsisting, valid and enforceable; provided that the foregoing representation and warranty is made to Parent's Knowledge with respect to any Registered Parent Intellectual Property that is not issued or the subject of a registration.

(c) Parent and its Subsidiaries exclusively own all of the Intellectual Property owned or purported to be owned by them and have valid and enforceable rights pursuant to written agreements to use, sell, license and otherwise exploit, as the case may be, all other Intellectual Property that is currently used, sold, licensed and otherwise exploited by Parent and its Subsidiaries in their business as currently conducted, free and clear of all Encumbrances (other than Permitted Encumbrances). None of Parent or any of its Subsidiaries has any commitments or outstanding offers to or agreements with any standards body, patent pool, or similar formal or informal organization applicable to any Parent Intellectual Property.

(d) In the five (5) years immediately prior to the date hereof, there have been, and there are as of the date hereof, no Actions pending, or, to the Knowledge of Parent, threatened alleging (i) infringement, misappropriation or any other violation of any Third Party Rights by Parent or any of its Subsidiaries, the operation of any of the businesses of Parent and its Subsidiaries or the manufacture, sale, offer for sale, importation and/or use of any Parent Product or (ii) that any of the Parent Intellectual Property is invalid or unenforceable.

(e) To the Knowledge of Parent, the operation of each of the businesses of Parent and its Subsidiaries and the manufacture, sale, offer for sale, importation and/or use of any Parent Products have not in the five (5) years prior to the date hereof, do not and will not infringe, misappropriate or otherwise violate any material Third Party Right. Notwithstanding any provision of this Agreement to the contrary, the representations and warranties contained in this Section 5.10(e) are the only representations and warranties being made by Parent with respect to the infringement, misappropriation or other violation of any Third Party Rights.

(f) To the Knowledge of Parent, there is no actual, alleged or suspected infringement, misappropriation or other violation by any Person of any of the Parent Intellectual Property and there is no Action pending or claim threatened, and neither Parent nor any of its Subsidiaries has received from or delivered to any Person written notice of a claim, for any such infringement, misappropriation or other violation.

(g) Parent and each of its Subsidiaries has taken reasonable security measures to protect the confidentiality of Trade Secrets included in the Parent Intellectual Property, including requiring each employee and consultant of Parent and its Subsidiaries and any other Person with access to such Trade Secrets to execute a binding confidentiality agreement, copies or forms of which have been made available to Citrix and, to the Knowledge of Parent, there has not been any breach by any party to such confidentiality agreements.

(h) All current or former employees, consultants and contractors of the Parent Entities who have contributed to the Parent Intellectual Property did so (i) within the scope of his or her employment or engagement such that, subject to and in accordance with applicable Law, all Intellectual Property arising therefrom became the exclusive property of the applicable Parent Entity or (ii) pursuant to valid and enforceable written agreements assigning, subject to applicable Law, all Intellectual Property arising therefrom to the applicable Parent Entity.

(i) (i) Neither Parent nor any of its Subsidiaries has granted, directly or indirectly, any current or contingent rights, licenses or interests in or to any source code of any product and service developed, marketed, licensed, sold, performed, distributed or otherwise made available by their respective businesses (the " **Parent Products** "), and (ii) neither Parent nor any of its Subsidiaries has provided or disclosed any source code of any of the Parent Products to any Person.

(j) Each Parent Product substantially performs in accordance with its documented specifications and as Parent or its applicable Subsidiary has warranted to its customers, and the Parent Products do not contain any Malicious Code. Parent uses industry standard methods to detect and prevent Malicious Code (and subsequently to correct or remove such Malicious Code) that may be present in the Parent Products. Parent does not

include or install any spyware, adware, or other similar Software that monitors the use of the Parent Products or contacts any remote computer without the knowledge and express consent of the user(s) of the applicable Parent Product or remote computer, as applicable. The computer systems, servers, network equipment and other computer hardware owned, leased or licensed by Parent and its Subsidiaries (" **Parent IT Systems** ") are, to Parent's Knowledge, adequate and sufficient for the operation of Parent's and its Subsidiaries' business as currently conducted. Parent and its Subsidiaries have each implemented commercially reasonable data security, data backup, data storage, system redundancy and disaster avoidance and recovery procedures with respect to the Parent IT Systems.

(k) None of the Parent Products contain, incorporate, link or call to, are distributed with, or otherwise use any Free or Open Source Software. Neither the development of any Parent Product with any Free or Open Source Software, nor the incorporation, linking, calling, distribution or other use in, by or with any Parent Product of any such Free or Open Source Software, (i) obligates Parent or any of its Subsidiaries to disclose, make available, offer or deliver any portion of the source code of such Parent Product or component thereof to any third party, or (ii) requires that any Parent Product be licensed for the purpose of making derivative works, or be licensed under terms that allow reverse engineering, reverse assembly, or disassembly of any kind, or be redistributed at no charge, other than the applicable Free or Open Source Software. Parent and its Subsidiaries are in material compliance with all terms and conditions of any license for Free or Open Source Software that is contained in, incorporated into, linked or called by, distributed with, or otherwise used by any Parent Product.

(l) (i) Parent and its Subsidiaries have reasonable security measures in place to protect Data relating to the customers of their respective businesses (" **Parent Customer Data** ") under their and, to the Knowledge of Parent, their service providers' possession or control from unauthorized access; and (ii) Parent and each of its Subsidiaries' hardware, software, encryption, systems, policies and procedures are reasonably sufficient to protect the security and confidentiality of all material Parent Customer Data. To the Knowledge of Parent, none of Parent or its Subsidiaries nor their service providers has suffered any breach in security that has permitted or resulted in any unauthorized access to or disclosure of Parent Customer Data. In the collection and processing by Parent and its Subsidiaries of any Parent Customer Data, Parent and its Subsidiaries, and, to the Knowledge of Parent, their service providers have complied in all material respects with applicable Information Privacy Laws, the Privacy Policies of Parent and its Subsidiaries. No Action has been filed or commenced or, to the Knowledge of Parent, threatened against, any of Parent or its Subsidiaries or their service providers alleging any failure to comply with any Information Privacy Laws related to or in connection with the business conducted by Parent and its Subsidiaries. The execution, delivery and performance of this Agreement, the transactions contemplated herein, including the Distribution, will not violate any applicable Information Privacy Laws and the Privacy Policies of Parent and its Subsidiaries.

(m) There are no settlements, covenants not to sue, consents, judgments, or orders or similar obligations that: (i) restrict the rights of Parent or any of its Subsidiaries to use any Parent Intellectual Property, (ii) restrict any business of Parent or any of its Subsidiaries in order to accommodate a third party's Intellectual Property, or (iii) permit third parties to use the Parent Intellectual Property.

(n) The execution, delivery and performance of this Agreement and the performance of any transactions contemplated by this Agreement, will not (i) violate, conflict with or result in a default (whether after the giving of notice, lapse of time or both) under any Parent IP Contract; (ii) cause the release, disclosure, or delivery of any Parent Intellectual Property by or to any escrow agent or other person, or any grant, assignment, or transfer to any other person of any license or other right or interest under, to, or in any Parent Intellectual Property, or (iii) result in the loss of or creation of any Encumbrance on any Parent Intellectual Property.

Section 5.11 Real Property .

(a) Schedule 5.11(a) of the Parent Disclosure Letter sets forth the address (or other identifying description) of each parcel of Parent Leased Real Property and the identity of the lessor, lessee and current occupant (if different from lessee) of each such parcel of Parent Leased Real Property. The Parent Leased Real Property constitutes all of the leased real property used or held for use by Parent and its Subsidiaries that is material to the conduct of their business as currently conducted. A Parent Entity has a valid and binding leasehold interest in each parcel of Parent Leased Real Property, free and clear of all Encumbrances other than Permitted Encumbrances. No Parent Entity has subleased, licensed or otherwise granted to a third party any right to use or occupy all or any portion of the Parent Leased Real Property.

(b) Schedule 5.11(b) of the Parent Disclosure Letter sets forth the address and parcel number of each parcel of Parent Owned Real Property. A Parent Entity has good and marketable fee simple title in and to each parcel of Parent Owned Real Property, including all of the buildings and improvements thereon, free and clear of all Encumbrances, other than Permitted Encumbrances. There are no outstanding options, rights of first offer or rights of first refusal to purchase any such Parent Owned Real Property or any portion thereof or interest therein. The Parent Owned Real Property constitutes all of the owned real property used or held for use by Parent and its Subsidiaries that is material to the conduct of their business as currently conducted. All buildings, structures and other improvements located on the Parent Owned Real Property are in good condition and repair in all material respects, reasonable wear and tear excepted. Other than pursuant to easements of record, no Parent Entity has leased or granted any right to use or occupy all or any portion of a Parent Owned Real Property to a third party. There is no condemnation or other proceeding in eminent domain, pending or, to Parent's Knowledge, threatened, affecting the Parent Owned Real Property or any portion thereof or interest therein.

Section 5.12 Employee Benefit Matters .

(a) Schedule 5.12(a) of the Parent Disclosure Letter lists, as of the date hereof, all material "employee benefit plans" (as defined in Section 3(3) of ERISA, whether or not subject to ERISA), all material bonus, stock option, stock purchase, restricted stock, incentive, deferred compensation, retiree medical or life insurance, supplemental retirement, severance or other compensation or benefit plans, programs or arrangements, and all material employment, termination, severance or other Contracts, to which Parent or any of its Subsidiaries is a party, with respect to which Parent or any of its Subsidiaries has any obligation or which are maintained, contributed to or sponsored by Parent or any of its Subsidiaries, in each case, for the benefit of any U.S. Parent Employee or to which any U.S. Parent Employee is a party (collectively, the " **U.S. Parent Plans** "). Parent has made available to Citrix the plan document, summary plan description, or summary of material terms of each material U.S. Parent Plan.

(b) Schedule 5.12(b) of the Parent Disclosure Letter lists, as of the date hereof, all material employee benefit plans, material bonus, stock option, stock purchase, restricted stock, incentive, deferred compensation, retiree medical or life insurance, supplemental retirement, jubilee, long-service, termination indemnity, severance or other compensation or benefit plans, programs or arrangements, and all material employment, termination, severance or other Contracts, to which Parent or any of its Subsidiaries is a party, with respect to which Parent or any of its Subsidiaries has any obligation or which are maintained, contributed to or sponsored by Parent or any of its Subsidiaries, in each case, for the benefit of any Non-U.S. Parent Employee or to which any Non-U.S. Parent Employee is a party (other than statutory plans) (collectively, the " **Non-U.S. Parent Plans** " and together with the U.S. Parent Plans, the " **Parent Plans** "). Parent has made available to Citrix the plan document, summary plan description, or summary of material terms of each material Non-U.S. Parent Plan.

(c) Each Parent Plan (and any related trust or other funding vehicle) has been administered in all material respects in accordance with its terms and is in compliance in all material respects with ERISA, the Code and all other applicable material Laws. Each of Parent and its Subsidiaries is in compliance in all material respects with ERISA, the Code and all other material Laws applicable to the Parent Plans.

(d) None of the execution and delivery of this Agreement, the Loan Agreement and the Ancillary Agreements or the consummation of the Merger or any other transaction contemplated hereby (alone or in conjunction with any other event, including any termination of employment) will (i) entitle any Parent Employee to an increase in or right to receive any material compensation or benefit; (ii) accelerate the time of payment or vesting, or trigger any payment or funding, of any material compensation or benefit or trigger any other material obligation under any Parent Plan; or (iii) result in any breach or violation of or default under, or limit Parent's right to amend, modify or terminate, any Parent Plan, except pursuant to applicable Law.

Section 5.13 Labor Matters . Schedule 5.13 of the Parent Disclosure Letter lists each collective bargaining agreement that is applicable to the current employees of Parent and its Subsidiaries to which Parent or any of its Subsidiaries is a party, including arrangements with works councils and other similar employee

representative bodies, under which the employees of Parent and its Subsidiaries will have outstanding rights or obligations on and following the Closing (collectively, the " **Parent Employee Representative Agreements** "). Parent has made available to Citrix each Parent Employee Representative Agreement. (a) There are no material strikes or lockouts with respect to any employees of Parent and its Subsidiaries pending, or to the Knowledge of Parent, threatened; (b) there is no material union organizing effort pending or, to the Knowledge of Parent, threatened against Parent or any of its Subsidiaries; (c) there is no unfair labor practice, material labor dispute (other than routine individual grievances) or material labor arbitration proceeding pending or, to Parent's Knowledge, threatened against Parent or any of its Subsidiaries; and (d) there is no material slowdown, or work stoppage in effect or, to Parent's Knowledge, threatened with respect to Parent or any of its Subsidiaries. Parent and each of its Subsidiaries conducts its business in compliance in all material respects with all applicable Laws with respect to labor relations, employment and employment practices, including occupational safety and health standards, terms and conditions of employment, payment of wages, classification of employees, immigration, visas, work status, pay equity and workers' compensation.

Section 5.14 Taxes .

(a) All material Tax Returns required to be filed by or with respect to Parent or any of its Subsidiaries, as applicable, have been filed when due (taking into account any extensions of such due date), all such Tax Returns are true, correct and complete in all material respects, and Parent and its Subsidiaries have paid (or have had paid on their behalf) all respective material Taxes due and owing (whether or not shown on any Tax Return).

(b) Each of Parent and its Subsidiaries has withheld and paid all respective material Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party.

(c) The unpaid Taxes of Parent and its Subsidiaries did not, as of March 29, 2016, exceed the reserve for Tax liability (excluding any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of the financial statements included in the Parent SEC Documents (rather than in any notes thereto). Since March 29, 2016, neither Parent nor any of its Subsidiaries has incurred any liability for Taxes outside the ordinary course of business or otherwise inconsistent with past custom and practice.

(d) There are (i) no examinations or audits of any material Tax Return of Parent or any of its Subsidiaries in progress and (ii) no written notice of a claim or pending investigation has been received by Parent or any of its Subsidiaries in the past three (3) years from any Governmental Authority in any jurisdiction where Parent or any of its Subsidiaries do not file Tax Returns or pay Taxes that Parent or any of its Subsidiaries is or may be subject to Taxes in that jurisdiction or may have a duty to file Tax Returns in that jurisdiction. Neither Parent nor any of its Subsidiaries has a permanent establishment or is resident for Tax purposes outside of its jurisdiction or territory of incorporation or formation that would give rise to material Taxes with respect to Parent or its Subsidiaries.

(e) To the Knowledge of Parent and its Subsidiaries, no Action is pending or has been threatened against or with respect to Parent or any of its Subsidiaries in respect of any Tax. No deficiency of material Taxes in respect of Parent or any of its Subsidiaries has been asserted in writing as a result of any audit or examination by any Governmental Authority that is not adequately reserved for in the financial statements included in the Parent SEC Documents in accordance with GAAP or has not been otherwise resolved or paid in full.

(f) Neither Parent nor any of its Subsidiaries has entered into any "listed transaction" within the meaning of Treasury Regulations section 1.6011-4.

(g) To the Knowledge of Parent, none of Parent, Merger Sub or their respective Subsidiaries has taken or agreed to take any action that would (and none of them is aware of any facts, agreement, plan or other circumstance that would) prevent either the Merger or the Separation from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code or otherwise prevent the Tax-Free Status of the External Transactions.

(h) There are no material Tax Encumbrances on Parent or any of its Subsidiaries (other than Permitted Encumbrances).

(i) Neither Parent nor any of its Subsidiaries has distributed stock of another Person or had their stock distributed by another Person in a transaction that was intended to be governed in whole or in part by Section 355 of the Code (i) in the two (2) years prior to the date of this Agreement or (ii) in a distribution that could otherwise constitute part of a "plan" or "series of related transactions" (within the meaning of Section 355(e) of the Code) in connection with the Merger.

(j) Neither Parent nor any of its Subsidiaries is a party to, is bound by or has any obligation under any material Tax sharing, Tax allocation or Tax indemnity agreement or similar contract or arrangement (including any advance pricing agreement, closing agreement or other agreement relating to Taxes with any Governmental Authority) other than (i) commercial agreements entered into in the ordinary course of business, the principal purpose of which is not related to Taxes and (ii) the Tax Matters Agreement. Neither Parent nor any of its Subsidiaries has any Liability for Taxes of any Person (other than Parent or any of its Subsidiaries) under Treasury Regulations section 1.1502-6 (or any similar provision of state, local or non-U.S. Law) or as a transferee or successor.

(k) Neither Parent nor any of its Subsidiaries (nor any of its respective predecessors) (i) is or was a "surrogate foreign corporation" within the meaning of Section 7874(a)(2)(B) of the Code or is treated as a U.S. corporation under Section 7874(b) of the Code, or (ii) was created or organized in the United States such that such entity would be taxable in the United States as a domestic entity pursuant to the dual charter provision of Treasury Regulations section 301.7701-5(a).

(l) Except as set forth on Schedule 5.14(l) of the Parent Disclosure Letter, no entity classification election pursuant to Treasury Regulations section 301.7701-3 has been filed with respect to Parent or any of its Subsidiaries.

(m) The representations and warranties set forth in this Section 5.14 and, to the extent relating to Tax matters, Section 5.12, constitute the sole and exclusive representations and warranties of Parent regarding Tax matters.

Section 5.15 Parent Material Contracts.

(a) Schedule 5.15(a) of the Parent Disclosure Letter lists each of the following Contracts of Parent and its Subsidiaries (such Contracts being "**Parent Material Contracts**") that is in effect as of the date of this Agreement:

(i) Contracts for the purchase of products or for the receipt of services, the performance of which will extend over a period of one (1) year or more and which involved consideration or payments by Parent or any of its Subsidiaries in excess of $250,000 in the aggregate during the calendar year ended December 31, 2015, or which require consideration or payments by Parent or any of its Subsidiaries in excess of $250,000 in the aggregate during any future calendar year;

(ii) Contracts for the furnishing of products or services by Parent or any of its Subsidiaries, the performance of which will extend over a period of one (1) year or more and which involved consideration or payments to any Parent Entity in excess of $250,000 in the aggregate during the calendar year ended December 31, 2015, or which require consideration or payments to Parent or any of its Subsidiaries in excess of $250,000 in the aggregate during any future calendar year;

(iii) Contracts concerning the establishment or operation of a partnership, joint venture or limited liability company;

(iv) Contracts (A) that (i) involve a settlement, standstill, co-existence, consent to use or similar obligation of Parent or any of its Subsidiaries to any other Person or of any other Person to Parent or any of its Subsidiaries relating to any claim or allegation of infringement, misappropriation or any

other violation of Intellectual Property; (ii) grant Parent or any of its Subsidiaries a license to, option to, or right to use or exploit (including by means of a covenant not to sue) Intellectual Property owned or controlled by any other Person that is material to the operation of any of the businesses of Parent or its Subsidiaries or (iii) assign Parent or any of its Subsidiaries Intellectual Property developed by any other Person that is material to the operation of any of the businesses of Parent or its Subsidiaries, or (B) under which Parent or any of its Subsidiaries assigns or grants a license to, option to, or right to use or exploit (including by means of a covenant not to sue) any Intellectual Property, except, in each case of the foregoing clauses (A) and (B), (x) Contracts with customers entered into in the ordinary course of business (other than (i) any such Contracts that are Restrictive Covenant Agreements, (ii) such Contracts the performance of which will extend over a period of one (1) year or more and that have fees greater than $250,000 in the aggregate during the calendar year ended December 31, 2015, or which require consideration or payments to Parent or any of its Subsidiaries in excess of $250,000 in the aggregate during any future calendar year, or (iii) such Contracts that are entered into on forms of Contract other than the applicable Parent Entity's standard form of customer Contract without material modification of any provisions relating to any Parent Intellectual Property), (y) off-the-shelf, commercially available and "shrink-wrap" software licenses that have annual or total license fees of less than $250,000 in the three (3) years prior to the date hereof or Free or Open Source Software (other than any such licenses for software that are imbedded or incorporated in a Parent Product) and (z) Contracts with former or current employees, independent contractors or consultants (collectively, other than such Contracts excluded under the foregoing clauses (x), (y) and (z), the "**Parent IP Contracts**");

(v) the lease agreements of Parent or any of its Subsidiaries that pertain to each parcel of Parent Leased Real Property;

(vi) Contracts for the furnishing of products or services by a Parent Entity to any Governmental Authority that are material to Parent's and its Subsidiaries' business, taken as a whole;

(vii) Contracts containing (A) a covenant materially restricting the ability of Parent or any of its Subsidiaries to engage in any line of business in any geographic area or to compete with any Person, to market any product or to solicit customers; (B) a provision granting the other party "most favored nation" status or equivalent preferential pricing terms; or (C) a provision granting the other party exclusivity or similar rights in respect of the business of Parent or any of its Subsidiaries;

(viii) indentures, credit agreements, loan agreements and similar instruments pursuant to which Parent or any of its Subsidiaries has or will incur or assume any indebtedness for borrowed money or has or will guarantee or otherwise become liable for any such indebtedness of any other Person in excess of $250,000, other than any indentures, credit agreements, loan agreements or similar instruments between or among any of Parent and any of its Subsidiaries; and

(ix) material Contracts under which there has been imposed an Encumbrance (other than a Permitted Encumbrance) on any of the assets, tangible or intangible, of Parent or any of its Subsidiaries.

(b) Parent has made available to Citrix true, complete and correct copies of each Parent Material Contract in effect on the date of this Agreement. Each Parent Material Contract is valid and binding on Parent or one of its Subsidiaries, as applicable and, to Parent's Knowledge, the counterparty thereto, and is in full force and effect, subject to the effect of any applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar Laws relating to or affecting creditors' rights generally and subject to the effect of general principles of equity (regardless of whether considered in a proceeding at law or in equity), except insofar as it has expired in accordance with its terms after the date hereof. Neither Parent nor any of its Subsidiaries is in material breach of, or material default under, any Parent Material Contract to which it is a party.

Section 5.16 Environmental Matters.

(a) (i) Parent and its Subsidiaries are conducting their businesses in compliance in all material respects with Environmental Law; (ii) Parent and its Subsidiaries have obtained and are in compliance in all material respects with all Environmental Permits that are necessary to conduct their businesses as now conducted or to own, lease or operate their assets and facilities; (iii) Parent and its Subsidiaries have not, to Parent's Knowledge, Released any Hazardous Materials that require any material Remedial Action pursuant to Environmental Law; and (iv) there is no Action pending or, to Parent's Knowledge, threatened, against Parent or against any of its Subsidiaries that relates to any violation or alleged violation of, or any Liability or alleged Liability under, any Environmental Law that would reasonably be expected to result in a material cost or obligation to Parent's and its Subsidiaries' businesses.

(b) Notwithstanding anything in this Agreement to the contrary, the representations and warranties contained in Section 5.04, and, as such relates to occupational health and safety standards, Section 5.13 and in this Section 5.16 are the only representations and warranties being made by Parent in this Agreement with respect to compliance with or Liability under Environmental Laws or Environmental Permits or with respect to any environmental, health or safety matter related in any way to the businesses of Parent and its Subsidiaries, the Parent Leased Real Property or the Parent Owned Real Property.

Section 5.17 No Shareholder Rights Plan; No Antitakeover Law. There is no shareholder rights plan, "poison pill," antitakeover plan or other similar device in effect, to which Parent or any of its Subsidiaries is a party or otherwise bound. No "fair price," "moratorium," "control share acquisition," "business combination" or other similar antitakeover Law applicable to Parent or Merger Sub enacted under the Law of any jurisdiction applies to this Agreement, the Merger or the other transactions contemplated hereby.

Section 5.18 Opinion of Financial Advisor. The Parent Board has received the opinion of RBC Capital Markets, LLC as to the fairness, from a financial point of view, to Parent of the Aggregate Merger Consideration to be paid by Parent pursuant to this Agreement.

Section 5.19 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement, the Loan Agreement or the Ancillary Agreements based upon arrangements made by or on behalf of Parent or any of its Subsidiaries for which any of the Retained Citrix Entities would be liable.

Section 5.20 Disclaimer of Parent and Merger Sub.

(a) EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE V OR IN THE SEPARATION AGREEMENT, THE LOAN AGREEMENT OR THE ANCILLARY AGREEMENTS, AND EXCEPT IN THE CASE OF FRAUD WITH RESPECT TO THE MATTERS SPECIFICALLY ADDRESSED IN THIS ARTICLE V OR IN THE SEPARATION AGREEMENT, THE LOAN AGREEMENT OR THE ANCILLARY AGREEMENTS, AND NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NONE OF PARENT, MERGER SUB OR THEIR RESPECTIVE REPRESENTATIVES MAKES OR HAS MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF THE TRANSACTIONS CONTEMPLATED HEREBY OR ANY OF THEIR BUSINESSES OR THEIR SUBSIDIARIES. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE V OR IN THE SEPARATION AGREEMENT, THE LOAN AGREEMENT OR THE ANCILLARY AGREEMENTS, AND EXCEPT IN THE CASE OF FRAUD WITH RESPECT TO THE MATTERS SPECIFICALLY ADDRESSED IN THIS ARTICLE V OR IN THE SEPARATION AGREEMENT, THE LOAN AGREEMENT OR THE ANCILLARY AGREEMENTS, PARENT, MERGER SUB AND THEIR RESPECTIVE REPRESENTATIVES HAVE NOT MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, WITH RESPECT TO (I) MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE AND ALL OTHER WARRANTIES ARISING UNDER THE UNIFORM COMMERCIAL CODE (OR SIMILAR LAWS); (II) THE OPERATION OF THEIR BUSINESSES AFTER THE CLOSING; OR (III) THE PROBABLE SUCCESS, PROFITABILITY OR PROSPECTS OF THEIR BUSINESSES AFTER THE CLOSING, AND ANY SUCH REPRESENTATION OR WARRANTY IS HEREBY EXPRESSLY DISCLAIMED.

(b) EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE V OR IN THE SEPARATION AGREEMENT, THE LOAN AGREEMENT OR THE ANCILLARY AGREEMENTS, AND EXCEPT IN THE CASE OF FRAUD WITH RESPECT TO THE MATTERS SPECIFICALLY ADDRESSED IN THIS ARTICLE V OR IN THE SEPARATION AGREEMENT, THE LOAN AGREEMENT OR THE ANCILLARY AGREEMENTS, AND NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NONE OF PARENT, MERGER SUB, OR THEIR RESPECTIVE REPRESENTATIVES WILL HAVE OR BE SUBJECT TO ANY LIABILITY OR INDEMNIFICATION OBLIGATION TO CITRIX, ITS REPRESENTATIVES OR TO ANY OTHER PERSON RESULTING FROM THE DISTRIBUTION TO CITRIX, SPINCO, OR THEIR REPRESENTATIVES, OR CITRIX'S, SPINCO'S OR THEIR REPRESENTATIVES' USE OF, ANY INFORMATION RELATING TO THE BUSINESSES OF PARENT AND ITS SUBSIDIARIES, INCLUDING ANY PROJECTIONS, FORECASTS, BUSINESS PLANS, BUDGETS, COST ESTIMATES OR OTHER MATERIAL MADE AVAILABLE TO CITRIX OR ITS REPRESENTATIVES, WHETHER ORALLY OR IN WRITING, IN CERTAIN "DATA ROOMS," MANAGEMENT PRESENTATIONS, FUNCTIONAL "BREAK-OUT" DISCUSSIONS, "EXPERT SESSIONS," DILIGENCE CALLS OR MEETINGS, RESPONSES TO QUESTIONS SUBMITTED ON BEHALF OF CITRIX, OR ITS REPRESENTATIVES OR IN ANY OTHER FORM IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

ARTICLE VI
CONDUCT OF BUSINESS PENDING THE MERGER

Section 6.01 Conduct of SpinCo Business Pending the Merger. From the date of this Agreement and until the earlier of the Closing Date and the date on which this Agreement is terminated pursuant to Section 9.01, except as set forth on Schedule 6.01 of the Citrix Disclosure Letter, except for the Internal Reorganization, the Contribution, the Distribution and the other transactions contemplated or required by this Agreement, the Separation Agreement, the Loan Agreement, the Ancillary Agreements or applicable Law, and except as Parent shall otherwise consent to in writing (such consent not to be unreasonably withheld, conditioned or delayed), (a) Citrix shall, and shall cause its Subsidiaries to, use commercially reasonable efforts to (i) conduct the SpinCo Business in the ordinary course in all material respects; and (ii) preserve intact in all material respects the business organization, assets and technology of the SpinCo Business, including by using commercially reasonable efforts to (x) keep available the services of the SpinCo Employees and (y) preserve the goodwill and current relationships of the SpinCo Business with customers, suppliers and other Persons with which the SpinCo Business has business relations; and (b) Citrix shall not, and shall cause its Subsidiaries not to, to the extent relating to the SpinCo Business and excluding the Excluded Assets and Excluded Liabilities:

(i) (A) issue, sell, pledge or dispose of; (B) grant an Encumbrance on or permit an Encumbrance to exist on; or (C) authorize the issuance, sale, pledge or disposition of, or granting or placing of an Encumbrance on, any shares of any class of capital stock, or other ownership interests, of any of the Transferred Subsidiaries, or any options, warrants, convertible securities or other rights of any kind to acquire any shares of such capital stock, or any other ownership interest (including any phantom interest) of any of the Transferred Subsidiaries;

(ii) (A) sell, pledge or dispose of; (B) grant an Encumbrance on or permit an Encumbrance to exist on; or (C) authorize the sale, pledge or disposition of, or granting or placing of an Encumbrance on, any material assets of the SpinCo Business, except (1) in the ordinary course of business and consistent with past practice; (2) dispositions of obsolete or worn-out assets that are no longer useful in the operation or conduct of the SpinCo Business; and (3) Encumbrances that are Permitted Encumbrances;

(iii) except as set forth in Section 7.17, amend or restate the certificate of incorporation or bylaws (or similar organizational documents) of any Transferred Subsidiary;

(iv) adjust, reclassify, combine, split, subdivide or redeem, or purchase or otherwise acquire, directly or indirectly, any capital stock of a Transferred Subsidiary;

(v) (A) acquire or dispose of (including by merger, consolidation or acquisition of stock or assets or any other business combination) any corporation, partnership, other business organization or any division thereof; or (B) make any loans or advances or capital contribution to, or investment in, any Person other than a Transferred Subsidiary, except for travel advances to employees in the ordinary course of business consistent with past practices;

(vi) (A) grant any increase in the base salaries, target bonus opportunity, or other compensation or benefits payable by Citrix or its Affiliates (including SpinCo and its Subsidiaries) to any of the SpinCo Employees; (B) adopt, terminate, accelerate the timing of payments or vesting under, or otherwise materially amend or supplement, any SpinCo Plan; (C) enter into or amend any employment, consulting, change in control, retention, severance or termination agreement with any SpinCo Employee; (D) issue any Citrix Stock Awards that are required under this Agreement to be cancelled in connection with the receipt of a substitute award with respect to shares of Parent Common Stock; (E) terminate the employment (other than for cause) of or hire or promote any individual who is or will upon consummation of the Internal Reorganization be an officer at the vice president level or above of SpinCo or its Subsidiaries; or (F) enter into a SpinCo Employee Representative Agreement; in each case, other than (1) as required by Law; (2) as required by any SpinCo Plan, as in effect on the date hereof; or (3) except with respect to clause (D) hereof, in the ordinary course of business consistent with the past practices of Citrix or its Affiliates (including in the context of new hires or promotions based on job performance or workplace requirements, other than as restricted by clause (E) hereof or Section 6.01(b)(vii));

(vii) hire, transfer internally or otherwise alter the duties and responsibilities of any employee of Citrix and its Affiliates in a manner that would affect whether such employee is or is not classified as a SpinCo Employee, except, in each case, (A) to the extent required by the Employee Matters Agreement or (B) as described on Schedule 6.01(b)(vii)(B) of the Citrix Disclosure Letter;

(viii) change any method of accounting or accounting practice or policy used by Citrix as it relates to the SpinCo Business, other than such changes as are required by GAAP or a Governmental Authority;

(ix) other than in the ordinary course of business and consistent with past practice, (A) make any change (or file any such change) in any method of Tax accounting or any annual Tax accounting period; (B) make, change or rescind any Tax election; (C) settle or compromise any Tax liability or consent to any claim or assessment relating to Taxes; (D) file any amended Tax Return or claim for refund; (E) enter into any closing agreement relating to Taxes; or (F) waive or extend the statute of limitations in respect of Taxes; in each case, to the extent that doing so would reasonably be expected to result in a material incremental cost to Parent, SpinCo or any of their respective Subsidiaries;

(x) pay, discharge or satisfy any material claim, liability or obligation (absolute, accrued, asserted or unasserted, contingent or otherwise), other than the payment, discharge or satisfaction, in the ordinary course of business and consistent with past practice, of liabilities reflected or reserved against in the SpinCo Financial Statements or subsequently incurred in the ordinary course of business and consistent with past practice;

(xi) incur, guarantee or assume or otherwise become responsible for any indebtedness for borrowed money other than (A) indebtedness solely between or among Citrix Entities that will be repaid prior to the Distribution; and (B) letters of credit or similar arrangements entered into in the ordinary course of business consistent with past practice;

(xii) commence or settle any Action other than (i) in the ordinary course of business and consistent with past practice or (ii) settlements not involving any material obligations of the Transferred Subsidiaries following the Closing;

(xiii) other than in the ordinary course of business and consistent with past practice, enter into, extend, materially amend, cancel or terminate any SpinCo Material Contract;

(xiv) (A) abandon, disclaim, sell, assign or grant any security interest in, to or under any material SpinCo Intellectual Property, including failing to perform or cause to be performed all

applicable filings, recordings and other acts, or to pay or cause to be paid all required fees and Taxes, to maintain and protect its interest in any material SpinCo Intellectual Property; or (B) grant to any third party any license, or enter into any covenant not to sue, with respect to any material SpinCo Intellectual Property, in each case, except for non-exclusive licenses granted to customers in the ordinary course of business and consistent with past practice and on the applicable Citrix Entity's standard form of customer Contract without material modification of any provisions relating to any SpinCo Intellectual Property;

(xv) fail to exercise any rights of renewal with respect to any material Transferred Leased Real Property that by its terms would otherwise expire;

(xvi) fail to maintain (with insurance companies substantially as financially responsible as its existing insurers) insurance in at least such amounts and against at least such risks and losses as are consistent in all material respects with Citrix's past practice with respect to the SpinCo Business;

(xvii) adopt a plan or agreement of complete or partial liquidation, dissolution, restructuring, recapitalization or other material reorganization;

(xviii) amend or modify the Internal Reorganization or fail to implement the Internal Reorganization consistent with its Steps Plan (as defined in the Separation Agreement), except in each case as otherwise permitted under the terms of the Separation Agreement; or

(xix) announce an intention, enter into any formal or informal agreement or otherwise make a commitment, to do any of the foregoing.

(c) In addition, between the date of this Agreement and the Effective Time, Citrix shall cause each of the Transferred Subsidiaries to (i) prepare and timely file all material Tax Returns that it is required to file; (ii) timely pay all Taxes shown to be due and payable on such Tax Returns; and (iii) promptly notify Parent of any notice of any Action or audit in respect of any material Tax matters related to the Transferred Subsidiaries or the SpinCo Business (or any significant developments with respect to ongoing Actions or audits in respect of such Tax matters).

Section 6.02 Conduct of Parent Business Pending the Merger. From the date of this Agreement and until the earlier of the Closing Date and the date on which this Agreement is terminated pursuant to Section 9.01, except as set forth on Schedule 6.02 of the Parent Disclosure Letter, as contemplated or required by this Agreement, the Loan Agreement, the Ancillary Agreements or applicable Law, and except as Citrix shall otherwise consent to in writing (such consent not to be unreasonably withheld, conditioned or delayed), (a) Parent shall, and shall cause its Subsidiaries to, use commercially reasonable efforts to (i) conduct its and their businesses in the ordinary course in all material respects; and (ii) preserve intact in all material respects the business organization, assets and technology of Parent and its Subsidiaries, including by using commercially reasonable efforts to (x) keep available the services of Parent's and its Subsidiaries' key employees and (y) preserve the goodwill and current relationships of Parent and its Subsidiaries with customers, suppliers and other Persons with which they have business relations; and (b) Parent shall not, and shall cause its Subsidiaries not to:

(i) (A) issue, sell, pledge or dispose of; (B) grant an Encumbrance on or permit an Encumbrance to exist on; or (C) authorize the issuance, sale, pledge or disposition of, or granting or placing of an Encumbrance on, any shares of any class of capital stock, or other ownership interests, of Parent or any of its Subsidiaries, or any options, warrants, convertible securities or other rights of any kind to acquire any shares of such capital stock, or any other ownership interest (including any phantom interest) of Parent or any of its Subsidiaries, other than, as applicable, (1) any such transaction by a directly or indirectly wholly-owned Subsidiary of Parent which remains a directly or indirectly wholly-owned Subsidiary of Parent after consummation of such transaction; (2) issuance of Parent Stock Awards to employees in the ordinary course of business up to the aggregate amount set forth on Schedule 6.02(b)(i) of the Parent Disclosure Letter; (3) upon the exercise or settlement of, or as otherwise required by, any Parent Stock Awards granted pursuant to the Parent Stock Plans outstanding on the date of this Agreement and in accordance with their terms in effect on the date of this Agreement; or (4) pursuant to the Parent Share Issuance;

(ii) (A) sell, pledge or dispose of; (B) grant an Encumbrance on or permit an Encumbrance to exist on; or (C) authorize the sale, pledge or disposition of, or granting or placing of an Encumbrance on, any material assets of the businesses of Parent and its Subsidiaries, except (1) in the ordinary course of business and consistent with past practice; (2) dispositions of obsolete or worn-out assets that are no longer useful in the operation or conduct of the business of Parent or its Subsidiaries; and (3) Encumbrances that are Permitted Encumbrances;

(iii) amend or restate the certificate of incorporation or bylaws (or similar organizational documents) of Parent or any of its Subsidiaries, except for the Parent Charter Amendment;

(iv) declare, set aside, make or pay any dividend or other distribution, payable in cash, stock, property or otherwise, with respect to any of its capital stock except for (A) the Special Dividend (provided that (x) Parent will advise Citrix at least ten (10) days prior to any anticipated record date and ex-dividend date on Nasdaq for the Parent Common Stock in respect of the Special Dividend and (y) in the event that the Distribution is in the form of an Exchange Offer, the ex-dividend date in the regular way market on Nasdaq for the Parent Common Stock in respect of the Special Dividend shall not be during the averaging period used to determine the final exchange ratio in the Exchange Offer) and (B) dividends or distributions by any directly or indirectly wholly-owned Subsidiary of Parent;

(v) adjust, reclassify, combine, split, subdivide or redeem, or purchase or otherwise acquire, directly or indirectly, any of its capital stock;

(vi) (A) acquire or dispose of (including by merger, consolidation or acquisition of stock or assets or any other business combination) any corporation, partnership, other business organization or any division, business unit or material assets thereof having a value in excess of $50.0 million individually or in the aggregate (provided that no such acquisition or disposition, whether alone or in combination, is significant to Parent such that *pro forma* financial statements would be required to be included in the Parent Registration Statement under Regulation S-X); or (B) make any loans or advances or capital contribution to, or investment in, any Person other than Parent or a Subsidiary of Parent, except for travel advances to employees in the ordinary course of business consistent with past practices;

(vii) (A) grant any increase in the base salaries, target bonus opportunity, or other compensation or benefits payable by Parent or its Subsidiaries to any of its employees; (B) adopt, terminate, accelerate the timing of payments or vesting under, or otherwise materially amend or supplement, any Parent Plans; (C) enter into or amend any employment, consulting, change in control, retention, severance or termination agreement with any Parent Employee; (D) terminate the employment (other than for cause) of or hire or promote any individual who is an officer of Parent or its Subsidiaries at the vice president level or above; (E) hire any other employee of Parent and its Affiliates, except as described on Schedule 6.02(b)(vii)(E) of the Parent Disclosure Letter; or (F) enter into any Parent Employee Representative Agreement, in each case, other than (1) as required by Law; (2) as required by any Parent Plan, as in effect on the date hereof; or (3) in the ordinary course of business consistent with the past practices of Parent or its Subsidiaries (including in the context of new hires or promotions based on job performance or workplace requirements, other than as restricted by clauses (D) and (E));

(viii) change any method of accounting or accounting practice or policy used by Parent as it relates to the businesses of Parent and its Subsidiaries, other than such changes as are required by GAAP or a Governmental Authority;

(ix) other than in the ordinary course of business and consistent with past practice, (A) make any change (or file any such change) in any method of Tax accounting or any annual Tax accounting period; (B) make, change or rescind any Tax election; (C) settle or compromise any Tax liability or consent to any claim or assessment relating to Taxes; (D) file any amended Tax Return or claim

for refund; (E) enter into any closing agreement relating to Taxes; or (F) waive or extend the statute of limitations in respect of Taxes; in each case, to the extent that doing so would reasonably be expected to result in a material incremental cost to Citrix or any of its Subsidiaries;

(x) pay, discharge or satisfy any material claim, liability or obligation (absolute, accrued, asserted or unasserted, contingent or otherwise), other than the payment, discharge or satisfaction, in the ordinary course of business and consistent with past practice, of liabilities reflected or reserved against in the financial statements set forth in the Parent SEC Documents or incurred in the ordinary course of business and consistent with past practice;

(xi) incur, guarantee or assume or otherwise become responsible for any indebtedness for borrowed money other than (A) indebtedness incurred under Parent's current credit facilities; (B) indebtedness solely between or among Parent and its Subsidiaries; (C) refinancing, replacements, extensions and renewals of existing indebtedness entered into in the ordinary course of business consistent with past practice; and (D) letters of credit or similar arrangements entered into in the ordinary course of business consistent with past practice;

(xii) commence or settle any Action other than in the ordinary course of business and consistent with past practice;

(xiii) other than in the ordinary course of business and consistent with past practice, enter into, extend, materially amend, cancel or terminate any Parent Material Contract;

(xiv) (A) abandon, disclaim, sell, assign or grant any security interest in, to or under any material Parent Intellectual Property, including failing to perform or cause to be performed all applicable filings, recordings and other acts, or to pay or cause to be paid all required fees and Taxes, to maintain and protect its interest in any material Parent Intellectual Property; or (B) grant to any third party any license, or enter into any covenant not to sue, with respect to any material Parent Intellectual Property, in each case, except for non-exclusive licenses granted to customers in the ordinary course of business and consistent with past practice and on Parent's (or a Parent's Subsidiary's) standard form of customer Contract without material modification of any provisions relating to any Parent Intellectual Property;

(xv) fail to exercise any rights of renewal with respect to any material Parent Leased Real Property that by its terms would otherwise expire unless Parent (or, if the lessee is a Subsidiary of Parent, such Subsidiary) determines in good faith that a renewal would not be in the best interests of Parent;

(xvi) fail to maintain (with insurance companies substantially as financially responsible as its existing insurers) insurance in at least such amounts and against at least such risks and losses as are consistent in all material respects with the past practice of Parent and its Subsidiaries; or

(xvii) announce an intention, enter into any formal or informal agreement or otherwise make a commitment, to do any of the foregoing.

(c) In addition, between the date of this Agreement and the Effective Time, Parent shall, and shall cause each of its Subsidiaries to, (i) prepare and timely file all material Tax Returns that it is required to file; (ii) timely pay all Taxes shown to be due and payable on such Tax Returns; and (iii) promptly notify Citrix of any notice of any Action or audit in respect of any material Tax matters (or any significant developments with respect to ongoing Actions or audits in respect of such Tax matters).

ARTICLE VII
ADDITIONAL AGREEMENTS

Section 7.01 Registration Statements; Proxy Statement; Schedule TO .

(a) As promptly as reasonably practicable following the date hereof (and in the case of the filing of the Parent Registration Statement, the parties hereto shall use commercially reasonable efforts to achieve the same by no later than September 15, 2016), to the extent such filings are required by applicable Law in connection with the transactions contemplated by this Agreement, (i) _Citrix, SpinCo, Parent and Merger Sub shall jointly prepare, and Parent shall file with the SEC, a proxy statement relating to the Parent Stockholder Approval (the " **Proxy Statement** ") and a registration statement on Form S-4 to register under the Securities Act the Parent Share Issuance (the " **Parent Registration Statement** "), provided that, in the event that the Distribution is accomplished by a One-Step Spin-Off, the Parent Registration Statement may include a proxy statement/prospectus; (ii) Citrix, SpinCo, Parent and Merger Sub shall jointly prepare, and SpinCo shall file with the SEC, a registration statement to register under the Securities Act or the Exchange Act, as applicable, the SpinCo Common Stock to be distributed in the Distribution (the " **SpinCo Registration Statement** " and, together with the Parent Registration Statement, the " **Registration Statements** "); and (iii) if the Distribution is effected in whole or in part as an exchange offer, Citrix shall prepare and file with the SEC, when and as required, a Schedule TO and other filings pursuant to Rule 13e-4 under the Exchange Act (collectively, the " **Schedule TO** "). Each of Citrix, SpinCo, Parent and Merger Sub shall use its reasonable best efforts to have the Registration Statements filed with the SEC declared effective under the Securities Act or become effective under the Exchange Act, as applicable, as promptly as practicable after such filing, and Parent shall use its reasonable best efforts to cause the Proxy Statement to be mailed to the holders of Parent Common Stock as promptly as practicable following the date on which (i) the Parent Registration Statement is declared effective by the SEC; or (ii) in the event that the Distribution is accomplished by an Exchange Offer, the date on which Parent files with the SEC a definitive proxy statement, following confirmation from the staff of the SEC (whether orally or in writing) that the comment process with respect to the Proxy Statement, if any, has concluded, and, if required by the SEC as a condition to the mailing of the Proxy Statement, the date on which the Parent Registration Statement is declared effective. Each of Parent and Citrix shall also take any action (other than qualifying to do business in any jurisdiction in which it is not now so qualified) required to be taken under any applicable state securities Laws in connection with, in the case of Parent, the Parent Share Issuance and, in the case of Citrix, the issuance of the SpinCo Common Stock in the Distribution and, if applicable, the exchange of SpinCo Common Stock pursuant to an exchange offer. The parties hereto shall cooperate in preparing and filing with the SEC the Proxy Statement, the Registration Statements, the Schedule TO and any necessary amendments or supplements thereto. Parent and Merger Sub shall furnish all information concerning Parent and the Parent Entities, and Citrix and SpinCo shall furnish all information concerning Citrix, the SpinCo Business and the Transferred Subsidiaries, as may be reasonably requested by the other parties hereto in connection with the preparation, filing and distribution of the Proxy Statement, the Registration Statements, the Schedule TO and any necessary amendments or supplements thereto. None of the Proxy Statement, the Registration Statements, the Schedule _TO nor any amendment or supplement thereto shall be filed or mailed to stockholders without the written consent of all of the parties hereto (such consent not to be unreasonably withheld, conditioned or delayed).

(b) The Proxy Statement shall (i) state that the Parent Board has approved this Agreement and the transactions contemplated hereby, approved and declared advisable the Parent Charter Amendment and approved the Parent Share Issuance; and (ii) include the Parent Recommendation (except to the extent that Parent effects a Change in the Parent Recommendation in accordance with Section 7.03(d)). The Proxy Statement shall further state that approval of the Parent Charter Amendment and the New Parent Stock Plan are not conditions to the closing of the Merger and the other transactions contemplated hereby, including the Parent Share Issuance.

(c) Parent and Citrix, as applicable, shall advise the other promptly after receiving oral or written notice of (i) the time when a Registration Statement has become effective or any supplement or amendment to the Proxy Statement or a Registration Statement has been filed; (ii) the issuance of any stop order; (iii) the suspension of the qualification for offering or sale in any jurisdiction of the Parent Common Stock issuable in connection with the Merger or the SpinCo Common Stock issuable in connection with the Distribution; or (iv) any oral or written request by the SEC for amendment of the Proxy Statement, a Registration Statement or the Schedule TO or SEC comments thereon or requests by the SEC for additional information. Parent and Citrix shall promptly provide each other with copies of any written communication from the SEC with respect to the Proxy Statement, the

Registration Statements or the Schedule TO and shall cooperate to prepare appropriate responses thereto (and will provide each other with copies of any such responses given to the SEC) and make such modifications to the Proxy Statement, the Registration Statements and the Schedule TO as shall be reasonably appropriate.

(d) If, at any time prior to the Effective Time, any event or circumstance shall be discovered by a party hereto that should be set forth in an amendment or a supplement to a Registration Statement, the Proxy Statement or the Schedule TO so that any such document would not include any misstatement of a material fact or fail to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, such party shall promptly inform the other parties hereto and the parties hereto shall cause an appropriate amendment or supplement describing such information to be promptly filed with the SEC and, to the extent required by Law, disseminated to stockholders.

(e) In connection with the filing of the Registration Statements and other SEC filings contemplated hereby, each of Citrix and Parent shall use its reasonable best efforts to (i) cooperate with the other party to prepare pro forma financial statements that comply with the rules and regulations of the SEC to the extent required for such SEC filings, including the requirements of Regulation S-X; and (ii) provide and make reasonably available upon reasonable notice the senior management employees of the other party to discuss the materials prepared and delivered pursuant to this Section 7.01(e).

(f) To the extent required to be included in the Parent Registration Statement, Citrix shall use its reasonable best efforts to, as promptly as practicable after the end of any fiscal quarter, prepare and furnish to Parent copies of combined financial statements of the SpinCo Business as of and for the periods ending on any fiscal quarterly and annual periods ending after the date of this Agreement and prior to the Closing Date (including the combined financial statements for the corresponding period in the preceding year), in each case together with the notes thereto, and prepared from the books and records of Citrix and its Subsidiaries and in accordance with GAAP, with no exception or qualification thereto, applied on a consistent basis through the periods involved (except as may otherwise be required under GAAP) and the rules and regulations of the SEC, including the requirements of Regulation S-X. In the case of any such combined financial statements of the SpinCo Business for any fiscal year, Citrix shall use its reasonable best efforts to ensure that such financial statements shall be audited and accompanied by a report of the independent auditors for the SpinCo Business. In the case of any such combined financial statements of the SpinCo Business for any quarterly period, Citrix shall use its reasonable best efforts to ensure that such financial statements shall be reviewed by the independent auditors for the SpinCo Business. Citrix will use reasonable best efforts to procure, at its expense, the delivery of the consents of its independent auditors required to be filed with the Registration Statements.

Section 7.02 Parent Stockholders ' Meeting. Parent shall take all lawful action to call, give notice of, convene and hold a meeting of its stockholders (the " **Parent Stockholders' Meeting** ") as promptly as practicable following the date on which the SEC clears (whether orally or in writing) the Proxy Statement and, if required by the SEC as a condition to the mailing of the Proxy Statement, the Parent Registration Statement is declared effective, for the purpose of obtaining the Parent Stockholder Approval (and no other matters, except for a proposal to adjourn the meeting to solicit additional proxies to obtain the Required Parent Stockholder Vote, if necessary, and any other proposal required by applicable Law, shall be considered or voted upon at the Parent Stockholders' Meeting without Citrix's prior written consent). Parent agrees that the obligation of Parent to call, give notice of, convene and hold the Parent Stockholders' Meeting shall not be limited or otherwise affected by (a) the commencement, disclosure, announcement or submission to Parent or its stockholders of any Competing Parent Transaction; or (b) any Change in the Parent Recommendation. Subject to Section 7.03(d), Parent shall solicit from its stockholders proxies in favor of the Parent Stockholder Approval and shall take all other action reasonably necessary or advisable to secure the Parent Stockholder Approval. Parent agrees that it shall not, prior to the termination of this Agreement, submit to a vote of the stockholders of Parent any Competing Parent Transaction or Competing Parent Transaction Agreement (in either case, whether or not a Superior Proposal) prior to the vote of Parent's stockholders to obtain the Parent Stockholder Approval.

Section 7.03 No Solicitation of Transactions.

(a) Parent agrees that neither it nor any of its Subsidiaries shall, and that it shall cause each of its Representatives not to, directly or indirectly, (i) solicit, initiate or knowingly encourage (including by way of

furnishing nonpublic information), or take any other action to knowingly facilitate, any inquiries or the making of any proposal or offer (including any proposal or offer to Parent's stockholders), with respect to any Competing Parent Transaction; (ii) enter into, maintain, continue or otherwise engage or participate in any discussions or negotiations with any Person in furtherance of such inquiries or to obtain a proposal or offer with respect to a Competing Parent Transaction; (iii) agree to, approve, endorse, recommend or consummate any Competing Parent Transaction; (iv) enter into any Competing Parent Transaction Agreement; (v) take any action to approve a third party becoming an "interested stockholder", or to approve any transaction, for purposes of Section 203 of the DGCL; or (vi) resolve, propose or agree, or authorize any Representative, to do any of the foregoing. Parent acknowledges and agrees that the doing of any of the foregoing by Parent or any of its Subsidiaries or Representatives shall be deemed to be a breach by Parent of this Section 7.03(a). Parent shall, and shall cause its Representatives to, immediately cease and cause to be terminated all existing discussions or negotiations with any Persons (other than Citrix and its Affiliates) conducted prior to the execution of this Agreement by Parent or any of its Representatives with respect to any Competing Parent Transaction. Parent shall not, and shall not permit any of its Representatives to, release any third party from, or waive any provision of, any confidentiality or standstill agreement to which it or one of its Affiliates is a party in connection with a Competing Parent Transaction; provided that Parent shall be permitted to grant a waiver of any standstill agreement, in response to a *bona fide* unsolicited request for such waiver from the counterparty thereto, to permit a confidential proposal for a Competing Parent Transaction to be made to the Parent Board if the Parent Board determines, in its good faith judgment (after consulting with outside legal counsel), that the failure to take such action would be a breach of the Parent Board's fiduciary duties under applicable Law. Parent shall promptly request each Person (other than Citrix and its Affiliates) that has heretofore executed a confidentiality agreement with Parent in connection with such Person's consideration of a Competing Parent Transaction (whether by merger, acquisition of stock or assets or otherwise), to return (or if permitted by the applicable confidentiality agreement, destroy) all information required to be returned (or, if applicable, destroyed) by such Person under the terms of the applicable confidentiality agreement.

(b) Parent shall promptly (and in any event within twenty-four (24) hours after Parent attains knowledge thereof) notify Citrix, orally and in writing, after the receipt by Parent or any of its Representatives of any proposal, inquiry, offer or request (or any amendment thereto) with respect to a Competing Parent Transaction, including any request for discussions or negotiations and any request for information relating to Parent or any of its Affiliates in connection therewith or for access to the business, properties, assets, books or records of Parent or any of its Affiliates with respect thereto. Such notice shall indicate the identity of the Person making such proposal, inquiry, offer or request and a description of such proposal, inquiry, offer or request, including the material terms and conditions (if any) of such proposed Competing Parent Transaction, and Parent shall promptly (and in any event within twenty-four (24) hours after receipt by Parent) provide to Citrix copies of any written materials received by Parent in connection with any of the foregoing. Parent agrees that it shall keep Citrix reasonably informed of the status and material details of (including discussions with respect to or amendments or proposed amendments to) (i) any such proposal, inquiry, offer or request; and (ii) any information requested of or provided by Parent pursuant to Section 7.03(c). Parent shall provide Citrix with at least forty-eight (48) hours prior notice of any meeting of the Parent Board at which the Parent Board is reasonably expected to consider any proposal, inquiry, offer or request with respect thereto (or any lesser advance notice otherwise provided to members of the Parent Board in respect of such meeting). Parent agrees that it shall substantially simultaneously provide or make available to Citrix any nonpublic information concerning Parent that may be made available pursuant to Section 7.03(c) to any other Person in response to any such proposal, inquiry, offer or request (or any amendment thereto) unless such information has previously been provided or made available by Parent to Citrix.

(c) Notwithstanding anything to the contrary in this Section 7.03, at any time prior to the receipt of the Required Parent Stockholder Vote, Parent may furnish information to, and enter into discussions and negotiations with, a Person who has made an unsolicited written, *bona fide* proposal or offer with respect to a Competing Parent Transaction that did not arise or result from a breach of this Section 7.03 if, prior to furnishing such information and entering into such discussions, the Parent Board has (i) determined, in its good faith judgment (after consulting with a financial advisor of nationally recognized reputation and outside legal counsel) that such proposal or offer constitutes, or is reasonably likely to lead to, a Superior Proposal; and, after consulting with outside legal counsel, that the failure to furnish such information to, or enter into such discussions with, the Person who made such proposal or offer would be a breach of the Parent Board's fiduciary duties under applicable Law; (ii) provided written notice to Citrix of its intent to furnish information or enter into discussions with such Person prior to taking the first of any such action with respect to any given Person; and (iii) obtained from such Person an

Acceptable Confidentiality Agreement (it being understood that an Acceptable Confidentiality Agreement and any related agreements shall not include any provision granting such Person exclusive rights to negotiate with Parent or having the effect of prohibiting Parent from satisfying its obligations under this Agreement) and, immediately upon its execution, delivered to Citrix a copy of such Acceptable Confidentiality Agreement.

(d) Except as set forth in this Section 7.03(d), neither the Parent Board nor any committee thereof shall (i) withdraw, qualify, modify, amend or fail to make, or propose publicly to withdraw, qualify, modify or amend the Parent Recommendation; (ii) make any public statement inconsistent with the Parent Recommendation; or (iii) approve or adopt, or recommend the approval or adoption of, or publicly propose to approve or adopt, any Competing Parent Transaction (any of the actions described in (i), (ii) or (iii), a " **Change in the Parent Recommendation** "). Notwithstanding the foregoing, if at any time prior to the receipt of the Required Parent Stockholder Vote, in response to the receipt of an offer or proposal with respect to a Competing Parent Transaction that did not arise or result from a breach of this Section 7.03 or in response to an Intervening Event, the Parent Board determines in its good faith judgment (after consulting with outside legal counsel), that the failure by the Parent Board to make a Change in the Parent Recommendation would be a breach of its fiduciary duties under applicable Law and with respect to an offer or proposal, after consulting with a financial advisor of nationally recognized reputation and outside legal counsel, that such offer or proposal constitutes a Superior Proposal, the Parent Board may, with respect to such Superior Proposal or Intervening Event, make a Change in the Parent Recommendation; provided, however, that the Parent Board shall not be entitled to exercise its right to make a Change in the Parent Recommendation pursuant to this Section 7.03(d) unless:

(i) Parent has provided written notice to Citrix advising Citrix that the Parent Board has received a Superior Proposal or that an Intervening Event has occurred promptly after the Parent Board determines to make a Change in the Parent Recommendation in response to a Superior Proposal or Intervening Event, stating that the Parent Board intends to make a Change in the Parent Recommendation and describing the material terms and conditions of such Superior Proposal or the material facts and circumstances of such Intervening Event; and

(ii) Citrix does not, within five (5) Business Days of receipt of such notice required by Section 7.03(d)(i) (the " **Notice Period** "), make a written offer or proposal to revise the terms of this Agreement (any such offer, a " **Revised Transaction Proposal** ") in a manner that the Parent Board determines in its good faith judgment, after consulting with a financial advisor of nationally recognized reputation and outside legal counsel, to be at least as favorable to Parent's stockholders as such Superior Proposal or, in the case of an Intervening Event, after consulting with outside legal counsel, permits the Board (consistent with its fiduciary duties under applicable Law) to not make a Change in the Parent Board Recommendation; provided, however, that, during the Notice Period, Parent shall negotiate in good faith with Citrix (to the extent Citrix desires to negotiate) regarding any Revised Transaction Proposal; and provided, further, that any amendment to the terms of such Superior Proposal or any material change to the facts and circumstances of the Intervening Event during the Notice Period shall require a new written notice from Parent describing such amendment or material change and an additional three (3) Business Day Notice Period that satisfies this Section 7.03(d)(ii), including with respect to Parent's obligations to negotiate in good faith with Citrix.

(e) Any disclosure that the Parent Board may be required to make under applicable Law (including to the extent the Parent Board determines in its good faith judgment, after consultation with outside legal counsel, that the failure to make such disclosure would be a breach of its fiduciary duties under applicable Law) with respect to the receipt of a proposal or offer with respect to a Competing Parent Transaction or under Item 1012(a) of Regulation M-A or Rule 14d-9 or Rule 14e-2(a) promulgated under the Exchange Act will not constitute a violation of this Section 7.03; provided, however, that neither the Parent Board nor any committee thereof shall (i) make a Change in the Parent Recommendation in connection with such disclosure unless permitted by Section 7.03(d) and (ii) any public statement made that relates to a Competing Parent Transaction shall be deemed to be a Change in the Parent Recommendation unless the Parent Board references or otherwise reaffirms the Parent Recommendation in such public statement (it being understood that any "stop, look and listen" communication by or on behalf of Parent pursuant to Rule 14d-9(f) shall not be considered a Change in the Parent Recommendation). Any Change in the Parent Recommendation shall not change the approval of the Parent Board for purposes of causing any state takeover statute or other state Law to be inapplicable to the transactions contemplated by this Agreement.

(f) Citrix agrees that neither it nor any of its Subsidiaries shall, and that it shall cause each of its Representatives not to, directly or indirectly, (i) solicit, initiate or knowingly encourage (including by way of furnishing nonpublic information), or take any other action to knowingly facilitate, any inquiries or the making of any proposal or offer (including any proposal or offer to Parent's stockholders), with respect to any Competing SpinCo Transaction; (ii) enter into, maintain, continue or otherwise engage or participate in any discussions or negotiations with any Person in furtherance of such inquiries or to obtain a proposal or offer with respect to a Competing SpinCo Transaction; (iii) agree to, approve, endorse, recommend or consummate any Competing SpinCo Transaction; (iv) enter into any Competing SpinCo Transaction Agreement; or (v) resolve, propose or agree, or authorize any Representative to do any of the foregoing. Citrix acknowledges and agrees that the doing of any of the foregoing by Citrix or any of its Subsidiaries or Representatives shall be deemed to be a breach by Citrix of this Section 7.03(f). Citrix shall, and shall cause its Representatives to, immediately cease and cause to be terminated all existing discussions or negotiations with any Persons (other than Parent and its Affiliates) conducted prior to the execution of this Agreement by Citrix or any of its Representatives with respect to any Competing SpinCo Transaction. Citrix shall not, and shall not permit any of its Representatives to, release any third party from, or waive any provision of, any confidentiality or standstill agreement to which it or one of its Affiliates is a party in connection with any Competing SpinCo Transaction. Citrix shall promptly request each Person (other than Parent and its Affiliates) that has heretofore executed a confidentiality agreement with Citrix in connection with such Person's consideration of any Competing SpinCo Transaction (whether by merger, acquisition of stock or assets or otherwise), to return (or if permitted by the applicable confidentiality agreement, destroy) all information required to be returned (or, if applicable, destroyed) by such Person under the terms of the applicable confidentiality agreement. Citrix shall promptly (and in any event within twenty-four (24) hours after Citrix attains knowledge thereof) notify Parent, orally and in writing, after the receipt by Citrix or any of its Representatives of any proposal, inquiry, offer or request (or any amendment thereto) with respect to a Competing SpinCo Transaction, including any request for discussions or negotiations and any request for information relating to Citrix or any of its Affiliates with respect to the SpinCo Business, or for access to the business, properties, assets, books or records of Citrix or any of its Affiliates with respect to the SpinCo Business.

Section 7.04 Access to Information.

(a) From the date of this Agreement until the Closing, upon reasonable notice, Citrix shall use its reasonable best efforts to (i) afford Parent and its authorized Representatives reasonable access to the offices, properties and books and records of the SpinCo Business; and (ii) furnish to the authorized Representatives of Parent such additional available information regarding the SpinCo Business (or copies thereof), as Parent may from time to time reasonably request; provided that (x) any such access or furnishing of information shall be conducted at Parent's expense, during normal business hours, under the supervision of Citrix's personnel and in such a manner as not to unreasonably interfere with the normal operations of the SpinCo Business; (y) all requests for access pursuant to this Section 7.04(a) shall be made in writing and shall be directed to and coordinated with a person or persons designated by Citrix in writing; and (z) Parent shall not, and shall cause its Representatives not to, contact any of the employees, customers, distributors or suppliers of any Citrix Entity in connection with the transactions contemplated by this Agreement, the Loan Agreement, the Separation Agreement and the Ancillary Agreements, whether in person or by telephone, mail, or other means of communication, without the prior written authorization of Citrix (not to be unreasonably withheld, conditioned or delayed). Notwithstanding anything to the contrary in this Agreement, Citrix shall not be required to provide any access or disclose any information to Parent or its Representatives if such disclosure would reasonably be expected to (A) jeopardize, or result in a loss or waiver of, any attorney-client or other legal privilege; (B) contravene any applicable Law, fiduciary duty or agreement; or (C) result in the loss of protection of any proprietary information or Trade Secrets of any Citrix Entity. When accessing any of Citrix's properties, Parent shall, and shall cause its Representatives to, comply with all of Citrix's security requirements for the applicable property; provided that Citrix shall give notice to Parent of the fact that it is withholding such access or information pursuant to clauses (A), (B) or (C) of this Section 7.04(a) and thereafter Citrix and Parent shall use their respective commercially reasonable efforts to cause such access or information, as applicable, to be provided, or made available, in a manner that would not reasonably be expected to jeopardize such privilege, contravene such applicable Law, fiduciary duty or agreement, or result in any loss of such protection of proprietary information. Notwithstanding anything to the contrary in this Agreement, in no event shall Citrix be required to provide any information relating to any Excluded Assets or Excluded Liabilities.

(b) From the date of this Agreement until the Closing, upon reasonable notice, Parent shall use its reasonable best efforts to (i) afford Citrix and its authorized Representatives reasonable access to the offices, properties and books and records of the businesses of Parent and its Subsidiaries; and (ii) furnish to the authorized Representatives of Citrix such additional available information regarding the businesses of Parent and its Subsidiaries (or copies thereof), as Citrix may from time to time reasonably request; provided that (x) any such access or furnishing of information shall be conducted at Citrix's expense, during normal business hours, under the supervision of the personnel of Parent or its Subsidiaries and in such a manner as not to unreasonably interfere with the normal operations of the businesses of Parent and its Subsidiaries; (y) all requests for access pursuant to this Section 7.04(b) shall be made in writing and shall be directed to and coordinated with a person or persons designated by Parent in writing; and (z) Citrix shall not, and shall cause its Representatives not to, contact any of the employees, customers, distributors or suppliers of any Parent Entity in connection with the transactions contemplated by this Agreement, the Separation Agreement and the Ancillary Agreements, whether in person or by telephone, mail, or other means of communication, without the prior written authorization of Parent (not to be unreasonably withheld, conditioned or delayed). Notwithstanding anything to the contrary in this Agreement, Parent shall not be required to provide any access or disclose any information to Citrix or its Representatives if such disclosure would reasonably be expected to (A) jeopardize, or result in a loss or waiver of, any attorney-client or other legal privilege; (B) contravene any applicable Law, fiduciary duty or agreement; or (C) result in the loss of protection of any proprietary information or Trade Secrets of any Parent Entity; provided that the Parent shall give notice to Citrix of the fact that it is withholding such access or information pursuant to clauses (A), (B) or (C) of this Section 7.04(b) and thereafter Citrix and Parent shall use their respective commercially reasonable efforts to cause such access or information, as applicable, to be provided, or made available, in a manner that would not reasonably be expected to jeopardize such privilege, contravene such applicable Law, fiduciary duty or agreement, or result in any loss of such protection of proprietary information. When accessing any of the properties of Parent or its Affiliates, Citrix shall, and shall cause its Representatives to, comply with all of Parent's or its Affiliates' security requirements for the applicable property.

Section 7.05 Directors' and Officers' Indemnification.

(a) Parent shall cause the Transferred Subsidiaries (i) to maintain for a period of not less than six (6) years from the Effective Time provisions in their respective certificate of incorporation and bylaws (or similar organizational documents) concerning the indemnification and exculpation (including provisions relating to expense advancement) of the Transferred Subsidiaries' respective former and current officers and directors that are no less favorable to those Persons than the provisions of the certificate of incorporation and bylaws of the Transferred Subsidiaries, as applicable, in each case, as of the date hereof and (ii) not to amend, repeal or otherwise modify such provisions in any respect that would adversely affect the rights of those Persons thereunder, in each case, except as required by Law.

(b) Notwithstanding anything contained in this Agreement to the contrary, this Section 7.05 shall survive the consummation of the transactions contemplated hereby and shall be binding, jointly and severally, on all successors and assigns of Parent and the Surviving Corporation and are intended to be for the benefit of, and will be enforceable by, each present and former director and officer of any Transferred Subsidiary and his or her heirs and representatives. In the event that Parent or the Surviving Corporation or any of their respective successors or assigns consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or transfers or conveys all or substantially all of its assets to any Person, then, and in each such case, proper provision shall be made so that the successors and assigns of Parent or the Surviving Corporation, as the case may be, shall succeed to the obligations set forth in this Section 7.05.

Section 7.06 Regulatory and Other Authorizations; Notices and Consents.

(a) Prior to the Effective Time, each party hereto shall, and shall cause its Affiliates to, use reasonable best efforts to (i) promptly obtain all authorizations, consents, orders and approvals of all Governmental Authorities that may be or become necessary or advisable for its execution and delivery of, and the performance of its obligations pursuant to, this Agreement, the Loan Agreement, the Separation Agreement and the Ancillary

Agreements; (ii) cooperate fully with the other parties in promptly seeking to obtain all such authorizations, consents, orders and approvals; and (iii) provide such other information to any Governmental Authority as such Governmental Authority may reasonably request in connection herewith. The applicable party hereto (or its Affiliate) making any notice or filing with any Governmental Authority as required by this Section 7.06 shall pay all applicable filing or notice fees required in connection therewith; provided that Parent or Citrix, as applicable, shall reimburse the other for its portion of all antitrust filing fees such that Parent and Citrix shall bear the cost of such fees evenly.

(b) Each party hereto agrees to, and shall cause its respective Affiliates to, make promptly, and no later than ten (10) Business Days after the date hereof unless mutually agreed otherwise by the parties, its respective filing, if necessary, pursuant to the HSR Act with respect to the transactions contemplated by this Agreement, the Separation Agreement and the Ancillary Agreements. Each party further agrees that it will supply as promptly as practicable to the appropriate Governmental Authorities any additional information and documentary material that may be requested pursuant to the HSR Act. Each party hereto agrees to, and shall cause its respective Affiliates to, make as promptly as practicable its respective filings and notifications, if any, under any other applicable antitrust, competition or trade regulation Law and to supply as promptly as practicable to the appropriate Governmental Authorities any additional information and documentary material that may be requested pursuant to the applicable antitrust, competition or trade regulation Law.

(c) Without limiting the generality of the parties' undertakings pursuant to Section 7.06(a)-(b), and notwithstanding anything in this Agreement to the contrary, Parent shall, and shall cause each of its Affiliates to, use reasonable best efforts to avoid or eliminate each and every impediment under any antitrust, competition or trade regulation Law that may be asserted by any antitrust or competition Governmental Authority or any other party so as to enable the parties hereto to close the transactions contemplated hereby and by the Separation Agreement and the Ancillary Agreements as promptly as practicable, and in any event prior to the Termination Date, including proposing, negotiating, committing to and effecting, by consent decree, hold separate orders or otherwise, the sale, divestiture or disposition of its assets, properties or businesses or of the assets, properties or businesses to be acquired by it pursuant hereto, and the entrance into such other arrangements, as are necessary or advisable in order to avoid the entry of, and the commencement of litigation seeking the entry of, or to effect the dissolution of, any injunction, temporary restraining order or other order in any suit or proceeding, which would otherwise have the effect of materially delaying or preventing the consummation of the transactions contemplated hereby and by the Separation Agreement and the Ancillary Agreements (" **Antitrust Remedial Actions** "); provided that the effectiveness of such Antitrust Remedial Action shall be contingent on the consummation of the Merger; and provided further that (i) no Antitrust Remedial Actions that require sales, divestitures or dispositions of any assets, properties or businesses shall be required if such assets, properties or businesses account for more than $40.0 million in estimated, or, if applicable, actual revenues for the fiscal year ended December 31, 2016 and (ii) no other Antitrust Remedial Actions shall be required if such Antitrust Remedial Actions would reasonably be expected, individually or in the aggregate, to result in a reduction in annual revenue to Parent and its Subsidiaries (including the Surviving Corporation and the Transferred Subsidiaries) of more than $40.0 million. In addition, Parent shall, and shall cause its Affiliates to, defend through litigation on the merits through a lower court ruling any Action by any party in order to avoid entry of, or to have vacated or terminated, any decree, order or judgment (whether temporary, preliminary or permanent) that would prevent the Closing prior to the Termination Date. Citrix acknowledges that, subject to the provisions of Section 7.06(d), Parent shall control any such Action with counsel of its choosing; provided that Citrix shall be allowed to participate in such defense, at its own expense, including to engage counsel of its choosing, and Parent and Citrix agree to cooperate and coordinate fully with each other and use their respective reasonable best efforts in connection therewith, and in furtherance thereof, Parent agrees to keep Citrix reasonably and timely informed of any developments with regard to such Action. Cooperation and coordination shall include prior, good faith consultation with Citrix as to any substantive aspects of litigation strategy and consideration in good faith of Citrix's views and comments. In furtherance of Parent's obligations under this Section 7.06(c), Citrix shall, and shall cause its Affiliates to, enter into agreements or arrangements reasonably requested by Parent to be entered into by any of them prior to the Closing with respect to any matters contemplated by this Section 7.06(c); provided, however, that (i) this Section 7.06(c) shall not require Citrix or any of its Affiliates to agree to any sale, divestiture, disposition or other arrangement with respect to any businesses or assets other than the SpinCo Business and (ii) the effectiveness of any sale, divestiture or disposition or entry into such other arrangements shall be contingent on the consummation of the Merger.

(d) Each party hereto shall promptly notify the other parties hereto of any communication it or any of its Representatives receives from any Governmental Authority relating to the matters that are the subject of this Agreement and permit the other parties to review in advance any proposed communication by such party to any Governmental Authority. None of the parties hereto shall agree to participate in any meeting with any Governmental Authority in respect of any filings, investigation (including any settlement of an investigation), litigation or other inquiry unless it consults with the other parties in advance and, to the extent permitted by such Governmental Authority, gives the other parties the opportunity to attend and participate at such meeting. Each party hereto shall, and shall cause its Representatives to, coordinate and cooperate fully with each other in exchanging such information and providing such assistance as the other parties hereto may reasonably request in connection with the foregoing and in seeking early termination of any applicable waiting periods, including under the HSR Act. Each party hereto shall, and shall cause its Representatives to, provide each other with copies of all correspondence, filings or communications between them or any of their respective Representatives, on the one hand, and any Governmental Authority or members of its staff, on the other hand, with respect to this Agreement and the transactions contemplated by this Agreement and the Ancillary Agreements; provided, however, that materials may be redacted (i) as necessary to comply with contractual arrangements or applicable Law; and (ii) as necessary to address reasonable attorney-client or other privilege or confidentiality concerns.

(e) Each party hereto agrees that it shall not, and shall cause its Affiliates not to, enter into any transaction, or any agreement to effect any transaction (including any merger or acquisition) that might reasonably be expected to make it more difficult, or to increase the time required, by more than a *de minimis* extent, to (i) obtain the expiration or termination of the waiting period under the HSR Act, or any other applicable antitrust, competition or trade regulation Law, applicable to the transactions contemplated by this Agreement, the Loan Agreement, the Separation Agreement and the Ancillary Agreements; (ii) avoid the entry of, the commencement of litigation seeking the entry of, or to effect the dissolution of, any injunction, temporary restraining order or other order that would materially delay or prevent the consummation of the transactions contemplated hereby and by the Loan Agreement, the Separation Agreement and the Ancillary Agreements; or (iii) obtain all authorizations, consents, orders and approvals of Governmental Authorities necessary for the consummation of the transactions contemplated by this Agreement.

(f) Each party hereto shall, and shall cause its Affiliates to, use commercially reasonable efforts to (i) obtain the FCC Consent and (ii) obtain all approvals, authorizations, or consents and submit all notices listed on Schedule 4.05 of the Citrix Disclosure Letter.

Section 7.07 Tax Matters.

(a) This Agreement is intended to constitute a "plan of reorganization" within the meaning of Treasury Regulations sections 1.368-2(g) and 1.368-3 and the parties hereto hereby adopt it as such. From and after the date of this Agreement and until the Effective Time, each party hereto shall use its reasonable best efforts to ensure the Tax-Free Status of the External Transactions, including causing each of the Separation and the Merger to qualify, and will not knowingly take any action, cause or permit any action to be taken, fail to take any action or cause any action to fail to be taken, which action or failure to act could prevent the Tax-Free Status of the External Transactions, including preventing the Separation or the Merger from qualifying, as a "reorganization" within the meaning of Section 368(a) of the Code. Following the Effective Time, none of Citrix, the Surviving Corporation, Parent nor any of their Affiliates shall knowingly take any action, cause or permit any action to be taken, fail to take any action or cause any action to fail to be taken, which action or failure to act could cause either the Separation or the Merger to fail to qualify as a "reorganization" within the meaning of Section 368(a) of the Code or otherwise prevent the parties from achieving the Tax-Free Status of the External Transactions.

(b) Parent and Citrix shall cooperate and use their respective reasonable best efforts in order for (i) Parent to obtain the opinion of Latham & Watkins LLP (" **Parent Tax Counsel** "), in form and substance reasonably acceptable to Parent, dated as of the Closing Date to the effect that, on the basis of the facts and customary representations and assumptions set forth or referred to in such opinion and the Tax Representation Letters and on the assumption that the conclusion in clause (ii)(A) of this Section 7.07(b) is correct, for U.S. federal income Tax purposes the Merger will qualify as a "reorganization" within the meaning of Section 368(a) of the Code and that each of Parent, Merger Sub and SpinCo will be a party to the reorganization within the meaning of Section 368(b) of the Code (" **Parent Merger Tax Opinion** "); (ii) Citrix to obtain the opinion of Skadden, Arps,

Slate, Meagher & Flom LLP (" **Citrix Tax Counsel** "), in form and substance reasonably acceptable to Citrix, dated as of the Closing Date, on the basis of the facts and customary representations and assumptions set forth or referred to in such opinion and the Tax Representation Letters, as to the Tax-Free Status of the External Transactions, including that for U.S. federal income Tax purposes, (A) (1) the Contribution and Distribution, taken together, will constitute a "reorganization" within the meaning of Section 368(a) of the Code and each of Citrix and SpinCo will be a party to the reorganization within the meaning of Section 368(b) of the Code, (2) the Distribution, as such, will qualify as a distribution of the SpinCo Common Stock to Citrix's shareholders pursuant to Section 355 of the Code, and as a transaction in which the stock distributed thereby is "qualified property" for purposes of Sections 355(d), 355(e) and 361(c) of the Code, and (3) the Merger will not cause Section 355(e) of the Code to apply to the Distribution (the " **Citrix Separation Tax Opinion** "); and (B) the Merger will qualify as a "reorganization" within the meaning of Section 368(a) of the Code and that each of Parent, Merger Sub and SpinCo will be a party to the reorganization within the meaning of Section 368(b) _of the Code (the " **Citrix Merger Tax Opinion** ," and together with the Citrix Separation Tax Opinion, " **Citrix RMT Tax Opinions** "), and (iii) any Tax opinions required to be filed with the SEC in connection with the filing of the Registration Statement to be timely filed.

(c) As a condition precedent to the rendering of the Parent Merger Tax Opinion and the Citrix RMT Tax Opinions, Parent, Citrix and SpinCo, and others, if required, shall execute and deliver to Citrix Tax Counsel and Parent Tax Counsel the Tax Representation Letters as of (i) the Closing Date and (ii) the date for filing any Tax opinion required to be filed with the SEC in connection with the filing of either of the Registration Statements; provided , however , that (x) the foregoing does not require that any Person make a representation that they do not believe to be accurate and (y) each of Citrix and Parent, respectively, shall be entitled to a reasonable amount of time to provide the other Party with written comments to the Tax Representation Letters in support of the Citrix Merger Tax Opinion and the Parent Merger Tax Opinion, respectively.

(d) As of the date hereof, Parent does not know of any reason (i) why it would not be able to deliver the Tax Representation Letters at the applicable times set forth in Section 7.07(c) ; or (ii) why Parent would not be able to obtain the opinion contemplated by Section 8.02(b)(i) . As of the date hereof, Citrix and SpinCo do not know of any reason (i) why they would not be able to deliver the Tax Representation Letters at the applicable times set forth in Section 7.07(c) ; or (ii) why Citrix would not be able to obtain the opinion contemplated by Section 8.03(b)(i) .

(e) Citrix (i) as of the date of this Agreement, does not know and has no reason to believe, that any SpinCo Common Stock to be exchanged for Parent Common Stock may not be Qualified SpinCo Common Stock; (ii) will use its reasonable best efforts to prevent any SpinCo Common Stock to be exchanged for Parent Common Stock from not being Qualified SpinCo Common Stock; and (iii) will promptly notify Parent if, before the Effective Time, it knows or has reason to believe that any SpinCo Common Stock to be exchanged for Parent Common Stock may not be Qualified SpinCo Common Stock.

(f) Except as otherwise expressly provided herein, this Agreement shall not govern Tax matters (including any administrative, procedural and related matters thereto), which shall be exclusively governed by the Tax Matters Agreement and the Employee Matters Agreement.

Section 7.08 Control of Other Party ' s Business . Nothing contained in this Agreement shall give Citrix or SpinCo, directly or indirectly, the right to control or direct any of the operations of Parent prior to the Closing. Nothing contained in this Agreement shall give Parent or Merger Sub, directly or indirectly, the right to control or direct any of the operations of Citrix, the Transferred Subsidiaries or the SpinCo Business prior to the Closing. Prior to the Closing, each of Citrix, SpinCo, Parent and Merger Sub shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its respective operations.

Section 7.09 Listing of Shares of Parent Common Stock . Parent shall use its reasonable best efforts to cause the shares of Parent Common Stock to be issued pursuant to the Merger to be approved for listing on Nasdaq, subject to official notice of issuance, and Citrix shall reasonably cooperate with Parent with respect to such listing.

Section 7.10 Section 16 Matters . Prior to the Effective Time, the parties hereto shall take all steps as may be required to cause any dispositions of SpinCo Common Stock or acquisitions of Parent Common

Stock resulting from the transactions contemplated by this Agreement by each officer or director who is or will be subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to SpinCo or Parent, to be exempt under Rule 16b-3 promulgated under the Exchange Act.

Section 7.11 Confidentiality.

(a) The terms of the Confidentiality Agreement, dated as of November 2015 (the "**Confidentiality Agreement**"), between Citrix and Parent, are hereby incorporated herein by reference and shall continue in full force and effect until the Closing and shall survive the Closing and remain in full force and effect until their expiration in accordance with the terms of the Confidentiality Agreement; provided, however, that, upon the Closing, the confidentiality obligations of Parent contained in the Confidentiality Agreement shall terminate in respect of that portion of the Confidential Information (as defined in the Confidentiality Agreement) exclusively relating to the SpinCo Business. If this Agreement is, for any reason, terminated prior to the Closing, the Confidentiality Agreement shall nonetheless continue in full force and effect in accordance with its terms.

(b) Nothing provided to Parent or Citrix or their respective Representatives pursuant to Section 7.04 shall in any way amend or diminish the parties' obligations under the Confidentiality Agreement. Each of Parent and Citrix acknowledges and agrees that any Confidential Information made available to such party or its Representatives pursuant to Section 7.04 or otherwise by the other party or any of its Representatives shall be subject to the terms and conditions of the Confidentiality Agreement.

Section 7.12 Further Actions.

(a) Except as otherwise expressly provided in this Agreement, the parties hereto shall, and shall cause their respective Affiliates to, use their respective reasonable best efforts to take, or cause to be taken, all appropriate action, to do, or cause to be done, and to assist and cooperate with the other parties hereto in doing, all things necessary, proper or advisable under applicable Law (other than with respect to the matters covered in Section 7.06) to execute and deliver the Loan Agreement and the Ancillary Agreements and such other documents and other papers as may be required to carry out the provisions of this Agreement and to consummate and make effective the transactions contemplated by this Agreement. In furtherance of the foregoing, prior to the Closing, Citrix and Parent shall use commercially reasonable efforts to enter into definitive agreements setting forth the terms and conditions of the Commercial Arrangements, such terms and conditions to be on an arms' length basis and mutually agreeable to the parties. Prior to the Closing, (i) neither Citrix nor SpinCo shall terminate or assign the Separation Agreement, amend any provision of the Separation Agreement or any Exhibit or Schedule thereto or waive compliance with any of the agreements or conditions contained in the Separation Agreement, in each case without the prior written consent of Parent; and (ii) any consent, approval, authorization or similar action to be taken by SpinCo under the Separation Agreement shall be subject to the prior written consent of Parent in accordance with the terms of the Separation Agreement. Prior to the Closing, Citrix shall keep Parent reasonably informed of the status of the Internal Reorganization, including Citrix's and SpinCo's progress in obtaining any necessary third-party consents or approvals of Governmental Authorities and shall reasonably consult with Parent regarding the terms of any arrangement established pursuant to Section 2.4 of the Separation Agreement.

(b) Subject to the applicable terms of the Separation Agreement, from time to time after the Closing, without additional consideration, each party hereto shall, and shall cause its Affiliates to, execute and deliver such further instruments and take such other action as may be necessary or is reasonably requested by another party hereto to make effective the transactions contemplated by this Agreement.

Section 7.13 Employee Non-Solicitation; Non-Competition.

(a) Citrix agrees that, from and after the date hereof until the date that is two (2) years after the Closing Date, or, in the case of clause (y) below, one (1) year after the Closing Date, it shall not, and shall cause its Subsidiaries not to, without the prior written consent of Parent, directly or indirectly, (x) solicit for employment any of the SpinCo Employees or (y) hire any of the SpinCo Employees listed on Schedule 7.13(a); provided, however, that (i) the placement of any general mass solicitation or advertising that is not targeted at SpinCo Employees shall not be considered a violation of this Section 7.13(a); and (ii) this Section 7.13(a) shall not preclude

Citrix or its Subsidiaries from soliciting or hiring any SpinCo Employee whose employment with a Parent Entity (including a Transferred Subsidiary) has been terminated by such Parent Entity; and provided further that nothing in this Section 7.13(a) shall require Citrix or any of its Subsidiaries to take any action or refrain from taking any action if such action or inaction would violate applicable Law. For the avoidance of doubt, this Section 7.13(a) shall not restrict activities between Citrix and the SpinCo Employees prior to the Closing Date.

(b) Parent agrees that, from and after the date hereof until the date that is one (1) year after the Closing Date, or, in the case of clauses (y) and (z) below, two (2) years after the Closing Date, it shall not, and shall cause its Subsidiaries (including the Transferred Subsidiaries) not to, without the prior written consent of Citrix, directly or indirectly, (x) solicit for employment any of the employees of Citrix and its Subsidiaries, (y) solicit for employment any of the Citrix employees listed on Schedule 7.13(b)(1) or (z) hire any of the Citrix employees listed on Schedule 7.13(b)(2); provided, however, that (i) the placement of any general mass solicitation or advertising that is not targeted at Citrix employees shall not be considered a violation of this Section 7.13(b); and (ii) this Section 7.13(b) shall not preclude Parent or its Subsidiaries from soliciting or hiring any Citrix employee whose employment with a Citrix Entity has been terminated by such Citrix Entity; and provided further that nothing in this Section 7.13(b) shall require Parent or any of its Subsidiaries to take any action or refrain from taking any action if such action or inaction would violate applicable Law.

(c) In furtherance of the Merger and the transactions contemplated hereby, Citrix covenants and agrees that, from and after the Closing Date until the date that is three (3) years after the Closing Date, it shall not, and shall cause its Subsidiaries not to, without the prior written consent of Parent, directly or indirectly, engage in any Competitive Business anywhere throughout the world. Notwithstanding the foregoing, nothing herein shall prohibit Citrix or any Citrix Entity from (i) (x) engaging in the businesses conducted by the Citrix Entities (excluding the SpinCo Business) as of the date hereof including, for the avoidance of doubt, all Citrix products and services branded in whole or in part as XenApp, XenDesktop, XenServer, XenMobile, NetScaler, SD-WAN, ShareFile, Citrix Cloud or Octoblu; (y) engaging in the design, development, marketing, sale and support of new technologies, features, products and services to the extent related to any such business (and not any Competitive Business) or any other organic expansion of such business (and not any Competitive Business), through internal innovation or research and development (including, any and all technologies, features, products and services in the Citrix Cloud and internet-of-things initiatives); and (z) engaging in any combination and/or integration, merger, commercializing of currently owned-technologies, acquisition, partnership, license arrangement, joint venture or otherwise to the extent related to any such business (and not any Completive Business), (ii) owning no more than 5% in the aggregate of any class of capital stock or other equity interest of any Person engaged in a Competitive Business, (iii) performing their obligations under this Agreement, the Separation Agreement and the Ancillary Agreements, (iv) (x) utilizing for any purpose the Intellectual Property licensed to Parent and its Subsidiaries by Citrix and its Subsidiaries pursuant and subject to the terms and conditions set forth in the IP License Agreement or (y) utilizing the Intellectual Property licensed to Citrix and its Subsidiaries by Parent and its Subsidiaries pursuant to, and subject to the terms and conditions set forth in, the IP License Agreement, or (v) acquiring a Person which engages in a Competitive Business so long as (x) the total consolidated revenues of such Person from the Competitive Business for the fiscal year ended immediately prior to such acquisition do not exceed 15% of the total consolidated revenues of such Person for such fiscal year, and (y) if such revenues exceed 10% of the total consolidated revenues of such Person for such fiscal year, the Citrix Entities enter into a definitive agreement to divest such Competitive Business so acquired not later than one hundred twenty (120) days after the closing of such acquisition.

Section 7.14 Employee Benefits Matters.

(a) Parent agrees that, for at least one (1) year following the Effective Time, it shall, or shall cause the Surviving Corporation to, except as otherwise required under the Employee Matters Agreement, provide each SpinCo Employee, while such SpinCo Employee remains employed (a " **Continuing SpinCo Employee** "), with the opportunity to participate in the employee benefit plans, programs and policies of Parent and its Subsidiaries in substantially the same manner as similarly-situated employees of Parent and its Subsidiaries. From and after the Effective Time, Parent shall cause the service of each Continuing SpinCo Employee to be recognized for purposes of eligibility to participate, levels of benefits (but not for benefit accruals under any defined benefit pension plan) and vesting under (i) any severance policy or program of Parent, the Surviving Corporation or any of their Affiliates and (ii) for at least one (1) year after the Effective Time, each other compensation, retirement,

vacation, fringe or other welfare benefit plan, program or arrangement of Parent, the Surviving Corporation or any of their Affiliates, but not including any equity compensation plans, programs, agreements or arrangements in which any such employee is or becomes eligible to participate, but solely to the extent service was credited to such employee for such purposes under a comparable employee benefit plan, program or policy of Citrix and its Subsidiaries (each a " **Citrix Plan** ") immediately prior to the Effective Time and solely to the extent such credit would not result in a duplication of benefits.

(b) From and after the Effective Time, with respect to each Parent Plan that provides for dental, medical or vision benefits in which any Continuing SpinCo Employee participates, Parent shall use commercially reasonable efforts to cause each such Parent Plan to (i) waive all limitations as to pre-existing conditions, waiting periods, required physical examinations and exclusions with respect to participation and coverage requirements applicable under such Parent Plan for such employees and their eligible dependents to the same extent that such pre-existing conditions, waiting periods, required physical examinations and exclusions would not have applied or would have been waived under the corresponding Citrix Plan in which such employee was a participant immediately prior to the Effective Time but, with respect to long-term disability and life insurance benefits and coverage, solely to the extent permitted under the terms and conditions of Parent's applicable insurance contracts in effect as of the relevant time; provided , however , that for purposes of clarity, to the extent such benefit coverage includes eligibility conditions based on periods of employment, Section 7.14(a) shall control; and (ii) provide each Continuing SpinCo Employee and his or her eligible dependents with credit for any co-payments and deductibles paid in the calendar year that, and prior to the date that, such employee commences participation in such Parent Plan in satisfying any applicable co-payment or deductible requirements under such Parent Plan for the applicable calendar year, to the extent that such expenses were recognized for such purposes under the comparable Citrix Plan. Citrix shall as promptly as reasonably practicable provide Parent or its designee with such information as Parent reasonably requests regarding the Citrix Plans and the participation of Continuing SpinCo Employee therein and shall otherwise provide reasonable cooperation and assistance to Parent at Citrix's expense to the extent reasonably necessary to allow Parent to satisfy its obligations under Sections 7.14(a) and (b) .

(c) From time to time, upon Parent's reasonable request, prior to the Distribution Effective Time, Citrix shall provide Parent with (i) an updated SpinCo Employee Schedule to reflect changes to the information provided on the SpinCo Employee Schedule, including as result of new hires or employment terminations and (ii) an updated SpinCo Contractor Schedule. Upon Parent's written notice to Citrix delivered at least five days prior to the Distribution Effective Time, Citrix shall cause the employment of any individuals mutually identified by Citrix and Parent to be transferred to Citrix or one of its Subsidiaries (other than SpinCo and its Subsidiaries) effective prior to the Distribution Effective Time and any such transferred employee shall not be a SpinCo Employee for purposes of this Agreement or any Ancillary Agreement.

(d) The parties acknowledge and agree that all provisions contained in this Section 7.14 are included for the sole benefit of the respective parties to this Agreement and shall not create any right in any other Person, or any right to continued employment with Parent, the Surviving Corporation or any of their Affiliates. Nothing in this Section 7.14 shall be deemed to amend or require Parent, the Surviving Corporation or any of their Affiliates to continue or amend any particular benefit plan before or after the consummation of the transactions contemplated by this Agreement, and any such plan may be amended or terminated in accordance with its terms and applicable Law.

Section 7.15 Takeover Statutes . If any "fair price," "moratorium," "control share acquisition," "business combination" or other form of antitakeover Law shall become applicable to the transactions contemplated hereby, Parent, Merger Sub and their respective boards of directors shall use all reasonable efforts to grant such approvals and take such actions as are reasonably necessary so that the transactions contemplated hereby may be consummated as promptly as practicable on the terms contemplated hereby and otherwise act to eliminate or minimize the effects of such statute or regulation on the transactions contemplated hereby.

Section 7.16 Defense of Litigation . Parent shall keep Citrix apprised in the defense of any Action brought by stockholders of Parent or in the name of Parent against Parent and/or its directors relating to the transactions contemplated by this Agreement, including the Merger; provided that, prior to the Effective Time, Parent shall not compromise, settle, come to an arrangement regarding or agree to compromise, settle or come to an arrangement regarding any Action arising or resulting from the transactions contemplated by this Agreement or

consent to the same, without the prior written consent of Citrix (not to be unreasonably withheld, conditioned or delayed) to the extent (a) such Action includes Citrix or any of its Subsidiaries, or their directors or officers as named defendants or (b) such compromise, settlement or arrangement would reasonably be expected to have a material adverse effect on the ability of the parties to perform their respective obligations hereunder, or to consummate the transactions contemplated hereby in a timely manner.

Section 7.17 SpinCo Authorized Shares. Prior to the Distribution, Citrix and SpinCo shall take all such actions necessary to amend and restate SpinCo's certificate of incorporation, in form reasonably acceptable to Parent, such that the authorized number of shares of SpinCo Common Stock shall exceed the number of Shares contemplated by Section 2.04(f) of this Agreement.

ARTICLE VIII
CONDITIONS TO THE MERGER

Section 8.01 Conditions to the Obligations of Each Party. The respective obligations of the parties hereto to consummate the Merger are subject to the satisfaction or written waiver (where permissible under applicable Law) at or prior to the Effective Time of each of the following conditions:

(a) Internal Reorganization and Separation. The Internal Reorganization and the Separation shall have been consummated in all material respects in accordance with the Separation Agreement.

(b) Registration Statements. Each Registration Statement, to the extent required, shall have been declared effective by the SEC under the Securities Act or have become effective under the Exchange Act, as applicable, and no stop order suspending the effectiveness of either Registration Statement shall have been issued by the SEC and no proceeding for that purpose shall be pending before the SEC.

(c) Listing. The shares of Parent Common Stock to be issued pursuant to the Merger shall have been approved for listing on Nasdaq, subject to official notice of issuance.

(d) Stockholder Approval. The Required Parent Stockholder Vote shall have been obtained.

(e) Competition Law Approvals. Any waiting period (and any extension thereof) under the HSR Act shall have expired or shall have been terminated and any consents, authorizations, orders, approvals, declarations and filings under the antitrust Laws of the jurisdictions identified on Schedule 8.01(e) of the Citrix Disclosure Letter shall have been made or obtained.

(f) Communications Approvals. (i) The FCC Consent shall have been obtained, and (ii) the other consents and approvals of (or filings or registrations with) state public utility commissions or similar state authorities described on Schedule 8.01(f) of the Citrix Disclosure Letter shall have been made or obtained.

(g) No Order. There shall not be in effect any Law or any Governmental Order issued by a Governmental Authority of competent jurisdiction that enjoins or makes illegal the consummation of the Merger, the Internal Reorganization or the Separation.

Section 8.02 Conditions to the Obligations of Parent and Merger Sub. The obligations of Parent and Merger Sub to consummate the Merger are subject to the satisfaction or written waiver (where permissible under applicable Law) at or prior to the Effective Time of each of the following additional conditions:

(a) Representations, Warranties and Covenants. (i) The representations and warranties of Citrix contained in this Agreement (A) set forth in Sections 4.01(a) (first two sentences only), 4.01(b) and 4.01(c), 4.03(a) (first sentence only), 4.03(b) and 4.19 shall be true and correct in all material respects as though such representations and warranties had been made on and as of the Closing Date; (B) set forth in Section 4.02(a), 4.02(b) and 4.02(c) shall be true and correct as though such representations and warranties had been made on and as of the Closing Date except for *de minimis* deviations; and (C) otherwise set forth in Article IV (1) that are qualified by a "SpinCo Material Adverse Effect" qualification shall be true and correct in all respects as so qualified as though

such representations and warranties had been made on and as of the Closing Date; and (2) that are not qualified by a "SpinCo Material Adverse Effect" qualification shall be true and correct as though such representations and warranties had been made on and as of the Closing Date, except for such failures to be true and correct as would not have, individually or in the aggregate, a SpinCo Material Adverse Effect (except to the extent such representations and warranties are, by their terms, made as of a specific date, in which case such representations and warranties shall be true and correct in the manner set forth in the foregoing clauses (A), (B) or (C), as applicable, as of such date); (ii) the covenants and agreements contained in this Agreement and the Separation Agreement to be complied with by Citrix and SpinCo on or prior to the Closing shall have been complied with in all material respects (except for the covenants set forth in Section 6.01(b)(i), which shall have been complied with in all respects except for *de minimis* deviations); and (iii) Parent shall have received a certificate of Citrix signed by a duly authorized representative thereof dated as of the Closing Date certifying the matters set forth in clauses (i) and (ii) above.

(b) Tax Opinions. Parent shall have received (i) the Parent Merger Tax Opinion from Parent Tax Counsel, which opinion shall not have been withdrawn or modified in any material respect, and (ii) copies of the Citrix RMT Tax Opinions.

(c) Separation Documents. Citrix and SpinCo (or a Subsidiary thereof) shall have entered into each applicable Ancillary Agreement and each such agreement shall be in full force and effect, and to the extent applicable, performed the covenants to be performed by such Citrix Entity thereunder prior to the Closing in all material respects.

(d) Financing. Citrix shall have executed and delivered the Loan Agreement to Parent.

(e) FIRPTA Matters. Citrix shall have delivered to Parent a statement described in Treasury Regulations section 1.1445-2(c)(3)(i), dated within thirty (30) days prior to the Closing Date and in a form reasonably acceptable to Parent, certifying that the interests of SpinCo are not U.S. real property interests.

Section 8.03 Conditions to the Obligations of Citrix and SpinCo. The obligations of Citrix and SpinCo to consummate the Merger are subject to the satisfaction or written waiver (where permissible under applicable Law) at or prior to the Effective Time of each of the following additional conditions:

(a) Representations, Warranties and Covenants. (i) The representations and warranties of Parent and Merger Sub contained in this Agreement (A) set forth in Sections 5.01(a) (first two sentences only), 5.01(b) and 5.01(c) and 5.19 shall be true and correct in all material respects as though such representations and warranties had been made on and as of the Closing Date; (B) set forth in Section 5.02(a) and 5.02(b) shall be true and correct as though such representations and warranties had been made on and as of the Closing Date except for *de minimis* deviations; and (C) otherwise set forth in Article V (1) that are qualified by a "Parent Material Adverse Effect" qualification shall be true and correct in all respects as so qualified as though such representations and warranties had been made on and as of the Closing Date; and (2) that are not qualified by a "Parent Material Adverse Effect" qualification shall be true and correct as though such representations and warranties had been made on and as of the Closing Date, except for such failures to be true and correct as would not have, individually or in the aggregate, a Parent Material Adverse Effect (except to the extent such representations and warranties are, by their terms, made as of a specific date, in which case such representations and warranties shall be true and correct in the manner set forth in the foregoing clauses (A), (B) or (C), as applicable, as of such date); (ii) the covenants and agreements contained in this Agreement to be complied with by Parent and Merger Sub on or prior to the Closing shall have been complied with in all material respects (except for the covenants set forth in Section 6.02(b)(i), which shall have been complied with in all respects except for *de minimis* deviations); and (iii) Citrix shall have received a certificate of Parent signed by a duly authorized representative thereof dated as of the Closing Date certifying the matters set forth in clauses (i) and (ii) above.

(b) Tax Opinions. Citrix shall have received (i) the Citrix RMT Tax Opinions from Citrix Tax Counsel, which shall not have been withdrawn or modified in any material respect, and (ii) a copy of the Parent Merger Tax Opinion.

(c) Separation Documents. Parent (or a Subsidiary thereof) shall have entered into each applicable Ancillary Agreement and each such agreement shall be in full force and effect, and to the extent applicable, performed the covenants to be performed by it thereunder prior to the Closing in all material respects.

ARTICLE IX
TERMINATION

Section 9.01 Termination. This Agreement may be terminated and the transactions contemplated by this Agreement may be abandoned at any time prior to the Effective Time, as follows:

(a) by either Parent or Citrix, if the Closing shall not have occurred by the date that is twelve (12) months after the date hereof (the "**Initial Termination Date**"); provided that if the conditions set forth in Sections 8.01(e), 8.01(f) and 8.01(g) shall not have been satisfied or waived by the Termination Date, but all other conditions to Closing (other than those conditions that by their terms are to be satisfied at the Closing) have been satisfied, then either Parent or Citrix may extend the Termination Date to the close of business on the date that is fifteen (15) months after the date hereof (the "**Extended Termination Date**" and, together with the Initial Termination Date, as applicable, the "**Termination Date**") by giving written notice of such extension to the other party; provided, further, that the right to terminate this Agreement under this Section 9.01(a) shall not be available to any party hereto whose action or failure to fulfill any obligation under this Agreement or the Separation Agreement shall have been the primary cause of the failure of the Closing to occur on or prior to such date;

(b) by either Parent or Citrix, in the event that any Governmental Authority of competent jurisdiction shall have issued a Governmental Order that permanently enjoins the consummation of the Merger and such Governmental Order shall have become final and non-appealable; provided, however, that the right to terminate this Agreement under this Section 9.01(b) shall not be available to any party whose action or failure to fulfill any obligation under this Agreement has been the primary cause of the issuance of such Governmental Order or other action;

(c) by either Parent or Citrix, if at the Parent Stockholders' Meeting (including any adjournment, continuation or postponement thereof) the Required Parent Stockholder Vote shall not have been obtained;

(d) by Citrix, if a breach of any representation, warranty, covenant or agreement on the part of Parent set forth in this Agreement (including an obligation to consummate the Closing) shall have occurred that would, if occurring or continuing on the Closing Date, cause the conditions set forth in Section 8.01 or Section 8.03(a) not to be satisfied, and such breach is not cured, or is incapable of being cured, prior to the Termination Date; provided that Citrix shall have given at least thirty (30) days' (or such lesser time remaining prior to the Termination Date) prior written notice to Parent of such breach; provided, further, that Citrix is not then in breach of this Agreement or the Separation Agreement so as to cause any of the conditions set forth in Section 8.01 or Section 8.02 not to be satisfied;

(e) by Citrix, if (i) a Change in the Parent Recommendation has occurred; (ii) Parent shall have failed to include the Parent Recommendation in the Proxy Statement; (iii) Parent shall have failed to convene the Parent Stockholders' Meeting at least sixty (60) days prior to the Termination Date; or (iv) Parent shall have failed to comply in all material respects with its obligations in Section 7.03 (it being understood, for the avoidance of doubt, that any failure to comply with such covenants that results in a Competing Parent Transaction shall be deemed material); provided that, in the event of a Change in the Parent Recommendation with respect to a Competing Parent Transaction under clause (i) of this Section 9.01(e), Citrix shall provide written notice to Parent of its decision to terminate this Agreement pursuant to Section 9.01(e)(i) within thirty (30) calendar days after Citrix has been notified by Parent in writing of such Change in the Parent Recommendation, and if Citrix does not provide such notice within such thirty (30) calendar day period, Citrix shall be deemed to have waived the termination right under Section 9.01(e)(i) solely with respect to such Change in the Parent Recommendation (it being understood that Citrix shall retain the right to terminate this Agreement pursuant to any other applicable provision of this Section 9.01 and to receive any payments related thereto under Section 9.03 of this Agreement);

(f) by Parent, if a breach of any representation, warranty, covenant or agreement on the part of Citrix or SpinCo set forth in this Agreement or the Separation Agreement (including an obligation to consummate the Internal Reorganization, the Separation or the Closing) shall have occurred that would, if occurring or continuing on the Closing Date, cause the conditions set forth in Section 8.01 or Section 8.02(a) not to be satisfied, and such breach is not cured, or is incapable of being cured, prior to the Termination Date; provided that Parent shall have given at least thirty (30) days' (or such lesser time remaining prior to the Termination Date) written notice to Citrix of such breach; provided, further, that Parent is not then in breach of this Agreement so as to cause any of the conditions set forth in Section 8.01 or Section 8.03 not to be satisfied; or

(g) by the written consent of the parties hereto.

Section 9.02 Effect of Termination. In the event of the valid termination of this Agreement pursuant to Section 9.01, written notice thereof shall be given to the other parties hereto, specifying the provision or provisions hereof pursuant to which such termination shall have been made, and this Agreement shall forthwith become void, and there shall be no liability under this Agreement on the part of any party hereto or their respective Representatives; provided that no such termination shall relieve any party from liability for fraud committed prior to such termination or for any willful and material breach prior to such termination of any of its representations, warranties, covenants or agreements set forth in this Agreement; provided, further, that Section 7.11, this Section 9.02, Section 9.03 and Article X shall survive any termination of this Agreement and remain in full force and effect.

Section 9.03 Fees and Expenses.

(a) The parties hereto agree that:

(i) if Citrix terminates this Agreement pursuant to Section 9.01(e), then, no later than two (2) Business Days after the date of Citrix's notice of such termination, Parent shall pay to Citrix the Termination Fee in cash in immediately available funds; and

(ii) if (A) Parent or Citrix, as applicable, terminates this Agreement pursuant to Section 9.01(a), Section 9.01(c) or Section 9.01(d); (B) prior to the termination of this Agreement, a Competing Parent Transaction shall have been publicly announced and not publicly withdrawn or otherwise communicated to the Parent Board or management and not withdrawn; and (C) on or prior to the date that is twelve (12) months after the date of such termination, Parent enters into a Competing Parent Transaction Agreement or consummates a Competing Parent Transaction (whether or not the applicable Competing Parent Transaction is the same as the original Competing Parent Transaction publicly announced or communicated), then (x) on the earlier of the date Parent enters into a Competing Parent Transaction Agreement with respect to, or consummates, a Competing Parent Transaction with any Person (or Affiliate thereof) involved in a Competing Parent Transaction publicly announced or communicated prior to the termination of this Agreement or (y) on the date Parent consummates any other Competing Parent Transaction, Parent shall pay to Citrix the Termination Fee in cash in immediately available funds, less the amount of any Expenses reimbursed by Parent pursuant to Section 9.03(b); provided that, solely for purposes of this Section 9.03(a)(ii), the references to "15%" in the definition of Competing Parent Transaction shall be deemed to refer to "50%."

(b) The parties hereto agree that, if this Agreement shall be terminated pursuant to Section 9.01(c), then Parent shall reimburse Citrix and SpinCo for all of their Expenses in cash in immediately available funds, up to a maximum of $10.0 million, in the aggregate, not later than two (2) Business Days after submission by Citrix of statements therefor.

(c) Except as expressly set forth in this Agreement, including this Section 9.03, all Expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement shall be paid by the party hereto incurring such Expenses, whether or not the Merger or any other transaction contemplated by this Agreement is consummated.

(d) The parties hereto acknowledge that the agreements contained in this Section 9.03 are an integral part of the transactions contemplated by this Agreement. In the event that Parent shall fail to pay the Termination Fee, or Parent shall fail to pay any Expenses, when due, the amount of such payments shall be increased to include the out-of-pocket costs and expenses incurred or accrued by or on behalf of Citrix and SpinCo (including reasonable fees and expenses of counsel) in connection with the collection under and enforcement of this Section 9.03, together with interest on such unpaid Termination Fee or Expenses, commencing on the date that the Termination Fee or such Expenses became due, at a rate of interest equal to the "prime rate" as published in *The Wall Street Journal*, Eastern Edition, in effect on the date such payment was required to be made through the date of payment (calculated daily on the basis of a year of 365 days and the actual number of days elapsed). Payment of the fees and expenses described in this Section 9.03 shall not be in lieu of any damages incurred in the event of fraud or willful and material breach of this Agreement.

ARTICLE X
GENERAL PROVISIONS

Section 10.01 Non-Survival of Representations, Warranties, Covenants and Agreements. The representations, warranties, covenants and agreements in this Agreement and in any certificate or instrument delivered pursuant hereto shall terminate at the Effective Time or upon the termination of this Agreement pursuant to Section 9.01, as the case may be, except for those covenants and agreements contained in this Agreement that by their terms are to be performed in whole or in part after the Effective Time (or survive termination of this Agreement, as applicable, pursuant to Section 9.02 hereof).

Section 10.02 Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by a nationally recognized overnight courier service, or by email or facsimile (with a confirmatory copy sent by a nationally recognized overnight courier service) to the respective parties hereto at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 10.02):

(a) if to Citrix and, on or prior to the Closing, to SpinCo:

Citrix Systems, Inc.
851 West Cypress Creek Road
Fort Lauderdale, FL 33309
Facsimile: (954) 267-3101
Attn: General Counsel

with a copy to (which shall not constitute notice):

Goodwin Procter LLP
100 Northern Avenue
Boston, MA 02210
Facsimile: (617) 649-1409
Attn: Stuart M. Cable, Esq.
Lisa R. Haddad, Esq.

(b) if to Parent, Merger Sub, and, following the Closing, to SpinCo:

LogMeIn, Inc.
320 Summer Street
Boston, MA 02210
Facsimile: (781) 437-1820
Attn: Chief Financial Officer
General Counsel

with a copy to (which shall not constitute notice):

Latham & Watkins LLP
200 Clarendon Street
Boston, MA 02116
Facsimile: (617) 948-6001
Attn: John H. Chory
Bradley C. Faris

Section 10.03 Public Announcements. None of the parties to this Agreement shall make, or cause to be made, any press release or public announcement in respect of this Agreement, the Loan Agreement, the Separation Agreement, the Ancillary Agreements or the transactions contemplated hereby and thereby or otherwise communicate with any news media regarding such matters without the prior written consent of the other parties hereto, unless such press release or public announcement is required by Law or applicable stock exchange regulation, in which case the parties to this Agreement shall, to the extent practicable, consult with each other as to the timing and contents of any such press release, public announcement or communication; provided, however, that (a) the prior written consent of the other parties shall not be required hereunder with respect to any press release, public announcement or communication that is substantially similar to a press release, public announcement or communication previously issued with the prior written consent of the other parties and (b) Parent shall not be required to consult with or obtain any consent from the other parties hereto before issuing any press release or making any other public statement with respect to a Change in the Parent Recommendation effected in accordance with Section 7.03 or with respect to its receipt and consideration of any proposal for a Competing Parent Transaction.

Section 10.04 Severability. If any term or other provision (or part thereof) of this Agreement is declared invalid, illegal or incapable of being enforced by any Governmental Authority, all other terms and provisions (or parts thereof) of this Agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision (or part thereof) is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement are consummated as originally contemplated to the greatest extent possible.

Section 10.05 Entire Agreement. This Agreement, the Disclosure Letters, the Separation Agreement, the other Ancillary Agreements and the Confidentiality Agreement constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, among the parties hereto with respect to the subject matter hereof and thereof.

Section 10.06 Assignment. This Agreement and the rights and obligations hereunder may not be assigned by operation of Law or otherwise without the express written consent of Citrix and Parent (which consent may be granted or withheld in the sole discretion of Citrix or Parent) and any attempted assignment that is not in accordance with this Section 10.06 shall be null and void.

Section 10.07 Amendment. This Agreement may not be amended or modified except (a) by an instrument in writing signed by, or on behalf of, each party hereto that expressly references the Section of this Agreement to be amended; or (b) by a waiver in accordance with Section 10.08.

Section 10.08 Waiver. Any party to this Agreement may (a) extend the time for the performance of any of the obligations or other acts of the other parties; (b) waive any inaccuracies in the representations and warranties of the other parties contained herein or in any document delivered by the other parties pursuant to this Agreement; or (c) waive compliance with any of the agreements of the other parties or conditions to such obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the parties to be bound thereby. Notwithstanding the foregoing, no failure or delay by any party hereto in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise of any other right hereunder. Any waiver of any term or condition hereof shall not be construed as a waiver of any subsequent breach or as a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Agreement.

Section 10.09 No Third-Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of, and be enforceable by, only the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to, or shall confer upon, any other Person any right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Agreement, other than Section 7.05 (which is intended to be for the benefit of the Persons covered thereby and may be enforced by such Persons).

Section 10.10 Specific Performance. The parties hereto acknowledge and agree that the parties hereto would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached and that any non-performance or breach of this Agreement by any party hereto could not be adequately compensated by monetary damages alone and that the parties hereto would not have any adequate remedy at law. Accordingly, in addition to any other right or remedy to which any party hereto may be entitled, at law or in equity (including monetary damages), such party shall to the fullest extent permitted by Law be entitled to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent breaches of any of the provisions of this Agreement, without posting any bond or other undertaking. Without limiting the generality of the foregoing, the parties hereto agree that each party shall be entitled to enforce specifically the other parties' obligations to consummate the transactions contemplated by this Agreement (including the obligation to consummate the Closing and the Parent Share Issuance, if the conditions set forth in Article VIII have been satisfied (other than those conditions that by their nature are to be satisfied at the Closing) or waived (where permissible under applicable Law). The parties hereto agree that they will not contest the appropriateness of specific performance as a remedy.

Section 10.11 Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to the conflicts of laws principles thereof that might lead to the application of laws other than the Laws of the State of Delaware. All Actions that, directly or indirectly, arise out of or relate to this Agreement shall be heard and determined exclusively in the Court of Chancery of the State of Delaware; provided, however, that if such court does not have jurisdiction over such Action, such Action shall be heard and determined exclusively in any Delaware state court or United States federal court sitting in the State of Delaware. Consistent with the preceding sentence, each of the parties hereto hereby (a) submits to the exclusive jurisdiction of any federal or state court sitting in the State of Delaware for the purpose of any Action brought by any party hereto that, directly or indirectly, arises out of or relates to this Agreement; (b) agrees that service of process in such Action will be validly effected by sending notice in accordance with Section 10.02; (c) irrevocably waives and releases, and agrees not to assert by way of motion, defense, or otherwise, in or with respect to any such Action, any claim that (i) such Action is not subject to the subject matter jurisdiction of at least one of the above-named courts; (ii) its property is exempt or immune from attachment or execution in the State of Delaware; (iii) such Action is brought in an inconvenient forum; (iv) that the venue of such Action is improper; or (v) this Agreement or the transactions contemplated by this Agreement may not be enforced in or by any of the above-named courts; and (d) agrees not to move to transfer any such Action to a court other than any of the above-named courts.

Section 10.12 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION OR LIABILITY, DIRECTLY OR INDIRECTLY, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH OF THE PARTIES HERETO HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY SUCH ACTION OR LIABILITY, SEEK TO ENFORCE THE FOREGOING WAIVER; AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.12.

Section 10.13 Counterparts. This Agreement may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in "pdf" form) in two or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

Section 10.14 Interpretation. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

[*Signature Page Follows*]

IN WITNESS WHEREOF , each of the parties hereto has caused this Agreement to be executed as of the date first written above by its respective officers thereunto duly authorized.

CITRIX SYSTEMS, INC.

By: /s/ David J. Henshall
Name: David J. Henshall
Title: Executive Vice President, Chief Operating Officer and Chief Financial Officer

GETGO, INC.

By: /s/ Antonio G. Gomes
Name: Antonio G. Gomes
Title: Secretary

LOGMEIN, INC.

By: /s/ William R. Wagner
Name: William R. Wagner
Title: President and Chief Executive Officer

LITHIUM MERGER SUB, INC.

By: /s/ William R. Wagner
Name: William R. Wagner
Title: President

Exhibit I

Financial Information

LogMeIn, Inc.
Condensed Consolidated Balance Sheets
(In thousands, except per share data)

	December 31, 2015	June 30, 2016
ASSETS		
Current assets:		
Cash and cash equivalents	$ 123,143	$ 139,882
Marketable securities	85,284	85,515
Accounts receivable (net of allowance for doubtful accounts of $274 and $271 as of December 31, 2015 and June 30, 2016, respectively)	16,011	14,536
Prepaid expenses and other current assets	11,997	14,260
Total current assets	236,435	254,193
Property and equipment, net	21,711	26,088
Restricted cash	2,467	2,504
Intangibles, net	71,590	66,297
Goodwill	117,545	117,545
Other assets	5,753	5,091
Deferred tax assets	198	196
Total assets	$ 455,699	$ 471,914
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	$ 10,327	$ 12,333
Accrued liabilities	31,674	33,072
Deferred revenue, current portion	134,297	161,830
Total current liabilities	176,298	207,235
Long-term debt	60,000	45,000
Deferred revenue, net of current portion	2,692	2,061
Deferred tax liabilities	5,812	5,872
Other long-term liabilities	3,086	6,675
Total liabilities	247,888	266,843
Commitments and contingencies (Note 10)		
Preferred stock, $0.01 par value — 5,000 shares authorized, 0 shares outstanding as of December 31, 2015 and June 30, 2016	—	—
Equity:		
Common stock, $0.01 par value - 75,000 shares authorized as of December 31, 2015 and June 30, 2016; 27,540 and 28,105 shares issued as of December 31, 2015 and June 30, 2016, respectively; 25,130 and 25,324 outstanding as of December 31, 2015 and June 30, 2016, respectively	275	281
Additional paid-in capital	276,793	292,048
Retained earnings	21,074	22,507
Accumulated other comprehensive loss	(5,216)	(5,313)
Treasury stock, at cost - 2,410 and 2,781 shares as of December 31, 2015 and June 30, 2016, respectively	(85,115)	(104,452)
Total equity	207,811	205,071
Total liabilities and equity	$ 455,699	$ 471,914

See notes to condensed consolidated financial statements.

LogMeIn, Inc.
Condensed Consolidated Statements of Operations
(In thousands, except per share data)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2015	2016	2015	2016
Revenue	$ 64,834	$ 83,266	$ 125,943	$ 163,000
Cost of revenue	8,535	11,436	16,517	22,636
Gross profit	56,299	71,830	109,426	140,364
Operating expenses				
Research and development	10,256	14,046	19,379	29,410
Sales and marketing	34,604	41,663	68,990	83,905
General and administrative	8,608	11,404	15,314	21,656
Legal settlements	—	—	3,600	—
Amortization of acquired intangibles	282	1,357	558	2,740
Total operating expenses	53,750	68,470	107,841	137,711
Income from operations	2,549	3,360	1,585	2,653
Interest income	179	186	353	369
Interest expense	(114)	(367)	(151)	(759)
Other income (expense)	258	(92)	1,520	(496)
Income before income taxes	2,872	3,087	3,307	1,767
Provision for income taxes	(484)	(581)	(547)	(334)
Net income	$ 2,388	$ 2,506	$ 2,760	$ 1,433
Net income per share:				
Basic	$ 0.10	$ 0.10	$ 0.11	$ 0.06
Diluted	$ 0.09	$ 0.10	$ 0.11	$ 0.06
Weighted average shares outstanding:				
Basic	24,703	25,135	24,620	25,144
Diluted	25,673	25,828	25,615	25,841

See notes to condensed consolidated financial statements.

LogMeIn, Inc.
Condensed Consolidated Statements of Comprehensive Income
(In thousands)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2015	2016	2015	2016
Net income	$ 2,388	$ 2,506	$ 2,760	$ 1,433
Other comprehensive (loss) gain:				
Net unrealized (losses) gains on marketable securities, (net of tax benefit of $8 and tax provision of $12 for the three months ended June 30, 2015 and 2016; and net of tax provision of $57 and $60 for the six months ended June 30, 2015 and 2016)	(15)	21	99	105
Net translation gains (losses)	231	(644)	(1,301)	(202)
Total other comprehensive gain (loss)	216	(623)	(1,202)	(97)
Comprehensive income	$ 2,604	$ 1,883	$ 1,558	$ 1,336

See notes to condensed consolidated financial statements.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and Board of Directors of
LogMeIn, Inc.
Boston, Massachusetts

We have audited the accompanying consolidated balance sheets of LogMeIn, Inc. and subsidiaries (the "Company") as of December 31, 2014 and 2015, and the related consolidated statements of operations, comprehensive (loss) income, equity, and cash flows for each of the three years in the period ended December 31, 2015. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of LogMeIn, Inc. and subsidiaries as of December 31, 2014 and 2015, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2015, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Company's internal control over financial reporting as of December 31, 2015, based on the criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 19, 2016 expressed an unqualified opinion on the Company's internal control over financial reporting.

/s/ Deloitte & Touche LLP

Boston, Massachusetts
February 19, 2016

LogMeIn, Inc.

Consolidated Balance Sheets

(In thousands, except share and per share data)

	December 31, 2014	December 31, 2015
ASSETS		
Current assets:		
Cash and cash equivalents	$100,960	$123,143
Marketable securities	100,209	85,284
Accounts receivable (net of allowance for doubtful accounts of $301 and $274 as of December 31, 2014 and December 31, 2015, respectively)	18,286	16,011
Prepaid expenses and other current assets	4,545	11,997
Restricted cash, current portion	1,492	—
Deferred tax assets	5,403	—
Total current assets	230,895	236,435
Property and equipment, net	13,476	21,711
Restricted cash, net of current portion	2,531	2,467
Intangibles, net	18,983	71,590
Goodwill	37,928	117,545
Other assets	4,756	5,753
Deferred tax assets	9,280	198
Total assets	$317,849	$455,699
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	$ 7,055	$ 10,327
Accrued liabilities	29,482	31,674
Deferred revenue, current portion	101,672	134,297
Total current liabilities	138,209	176,298
Long-term debt	—	60,000
Deferred revenue, net of current portion	3,578	2,692
Deferred tax liabilities	—	5,812
Other long-term liabilities	2,218	3,086
Total liabilities	144,005	247,888
Commitments and contingencies (Note 11)		
Preferred stock, $0.01 par value — 5,000,000 shares authorized, 0 shares outstanding as of December 31, 2014 and December 31, 2015	—	—
Equity:		
Common stock, $0.01 par value — 75,000,000 shares authorized as of December 31, 2014 and December 31, 2015; 26,530,977 and 27,540,008 shares issued as of December 31, 2014 and December 31, 2015, respectively; 24,418,760 and 25,130,330 outstanding as of December 31, 2014 and December 31, 2015, respectively	267	275
Additional paid-in capital	237,203	276,793
Retained earnings	6,516	21,074
Accumulated other comprehensive loss	(3,117)	(5,216)
Treasury stock, at cost — 2,112,217 and 2,409,678 shares as of December 31, 2014 and December 31, 2015, respectively	(67,025)	(85,115)
Total equity	173,844	207,811
Total liabilities and equity	$317,849	$455,699

See notes to consolidated financial statements.

LogMeIn, Inc.

Consolidated Statements of Operations
(In thousands, except share and per share data)

	Years Ended December 31,		
	2013	2014	2015
Revenue	$ 166,258	$ 221,956	$ 271,600
Cost of revenue	18,816	28,732	35,458
Gross profit	147,442	193,224	236,142
Operating expenses			
Research and development	29,023	33,516	42,597
Sales and marketing	88,794	119,508	138,946
General and administrative	29,181	30,526	33,034
Legal settlements	1,688	—	3,600
Amortization of acquired intangibles	682	987	1,916
Total operating expenses	149,368	184,537	220,093
(Loss) income from operations	(1,926)	8,687	16,049
Interest income	549	604	654
Interest expense	(2)	(2)	(574)
Other (expense) income, net	(89)	105	1,389
(Loss) income before income taxes	(1,468)	9,394	17,518
Provision for income taxes	(6,214)	(1,439)	(2,960)
Net (loss) income	$ (7,682)	$ 7,955	$ 14,558
Net (loss) income per share:			
Basic	$ (0.32)	$ 0.33	$ 0.59
Diluted	$ (0.32)	$ 0.31	$ 0.56
Weighted average shares outstanding:			
Basic	24,350,913	24,385,297	24,826,363
Diluted	24,350,913	25,386,199	25,779,928

See notes to consolidated financial statements.

LogMeIn, Inc.

Consolidated Statements of Comprehensive (Loss) Income
(In thousands)

	Years Ended December 31,		
	2013	2014	2015
Net (loss) income	$(7,682)	$ 7,955	$14,558
Other comprehensive (loss) gain:			
Net unrealized (losses) gains on marketable securities, (net of tax benefit of $14 and $61 for the years ended December 31, 2013 and 2014 and net of tax provision of $31 for the year ended December 31, 2015)	(25)	(107)	55
Net translation losses	(761)	(1,824)	(2,154)
Total other comprehensive loss	(786)	(1,931)	(2,099)
Comprehensive (loss) income	$(8,468)	$ 6,024	$12,459

See notes to consolidated financial statements.

LogMeIn, Inc.

Consolidated Statements of Equity
(In thousands, except share data)

	Common Stock		Additional Paid-In Capital	(Accumulated Deficit) Retained Earnings	Accumulated Other Comprehensive Loss	Treasury Stock	Total Equity
	Number of Shares	Amount					
Balance at January 1, 2013	24,814,007	$248	$178,546	$ 6,243	$ (400)	$ —	$184,637
Issuance of common stock upon exercise of stock options	373,761	4	3,794	—	—	—	3,798
Net issuance of common stock upon vesting of restricted stock units	184,076	2	(1,836)	—	—	—	(1,834)
Excess tax benefits realized from stock-based awards	—	—	17	—	—	—	17
Stock-based compensation	—	—	19,714	—	—	—	19,714
Treasury stock	(1,268,643)	—	—	—	—	(30,525)	(30,525)
Net loss	—	—	—	(7,682)	—	—	(7,682)
Unrealized loss on available-for-sale securities, net of tax	—	—	—	—	(25)	—	(25)
Cumulative translation adjustments	—	—	—	—	(761)	—	(761)
Balance at December 31, 2013	24,103,201	$254	$200,235	$ (1,439)	$(1,186)	$(30,525)	$167,339
Issuance of common stock upon exercise of stock options	858,988	9	17,586	—	—	—	17,595
Net issuance of common stock upon vesting of restricted stock units	300,145	4	(5,770)	—	—	—	(5,766)
Excess tax benefits realized from stock-based awards	—	—	383	—	—	—	383
Stock-based compensation	—	—	24,769	—	—	—	24,769
Treasury stock	(843,574)	—	—	—	—	(36,500)	(36,500)
Net income	—	—	—	7,955	—	—	7,955
Unrealized loss on available-for-sale securities, net of tax	—	—	—	—	(107)	—	(107)
Cumulative translation adjustments	—	—	—	—	(1,824)	—	(1,824)
Balance at December 31, 2014	24,418,760	$267	$237,203	$ 6,516	$(3,117)	$(67,025)	$173,844
Issuance of common stock upon exercise of stock options	611,947	6	17,788	—	—	—	17,794
Net issuance of common stock upon vesting of restricted stock units	397,084	2	(11,643)	—	—	—	(11,641)
Excess tax benefits realized from stock-based awards	—	—	6,946	—	—	—	6,946
Stock-based compensation	—	—	26,499	—	—	—	26,499
Treasury stock	(297,461)	—	—	—	—	(18,090)	(18,090)
Net income	—	—	—	14,558	—	—	14,558
Unrealized gain on available-for-sale securities, net of tax	—	—	—	—	55	—	55
Cumulative translation adjustments	—	—	—	—	(2,154)	—	(2,154)
Balance at December 31, 2015	25,130,330	$275	$276,793	$21,074	$(5,216)	$(85,115)	$207,811

See notes to consolidated financial statements.

LogMeIn, Inc.

Consolidated Statements of Cash Flows
(In thousands)

	Years Ended December 31,		
	2013	2014	2015
Cash flows from operating activities			
Net (loss) income	$ (7,682)	$ 7,955	$ 14,558
Adjustments to reconcile net (loss) income to net cash provided by operating activities:			
Depreciation and amortization	7,704	11,137	13,698
Amortization of premium on investments	198	224	328
Amortization of deferred financing costs	—	—	187
Provision for bad debts	116	102	61
Provision for (benefit from) deferred income taxes	926	(2,707)	(1,062)
Excess tax benefits realized from stock-based awards	(17)	(383)	(2,743)
Stock-based compensation	19,714	24,769	26,499
Other, net	—	21	(12)
Changes in assets and liabilities, excluding effect of acquisitions:			
Accounts receivable	302	(5,804)	2,224
Prepaid expenses and other current assets	(2,986)	1,822	(2,794)
Other assets	(3,764)	476	(454)
Accounts payable	(2,233)	1,727	1,420
Accrued liabilities	3,457	9,234	2,288
Deferred revenue	14,493	23,983	28,874
Other long-term liabilities	(208)	1,597	2,698
Net cash provided by operating activities	30,020	74,153	85,770
Cash flows from investing activities			
Purchases of marketable securities	(90,376)	(95,342)	(92,335)
Proceeds from sale or disposal or maturity of marketable securities	90,000	95,045	107,042
Purchases of property and equipment	(10,938)	(7,471)	(14,219)
Intangible asset additions	(13,061)	(2,529)	(2,375)
Cash paid for acquisition, net of cash acquired	—	(22,449)	(107,575)
(Increase) decrease in restricted cash and deposits	7	(196)	1,488
Net cash used in investing activities	(24,368)	(32,942)	(107,974)
Cash flows from financing activities			
Borrowings under credit facility	—	—	60,000
Proceeds from issuance of common stock upon option exercises	3,798	17,595	17,794
Excess tax benefits realized from stock-based awards	17	383	2,743
Payments of withholding taxes in connection with restricted stock unit vesting	(1,834)	(5,766)	(11,641)
Payment of debt issuance costs	—	—	(988)
Payment of contingent consideration	(104)	—	(226)
Purchase of treasury stock	(30,525)	(36,500)	(18,090)
Net cash (used in) provided by financing activities	(28,648)	(24,288)	49,592
Effect of exchange rate changes on cash and cash equivalents and restricted cash	321	(5,220)	(5,205)
Net (decrease) increase in cash and cash equivalents	(22,675)	11,703	22,183
Cash and cash equivalents, beginning of period	111,932	89,257	100,960
Cash and cash equivalents, end of period	$ 89,257	$100,960	$ 123,143
Supplemental disclosure of cash flow information			
Cash paid for interest	$ 2	$ 2	$ 574
Cash paid for income taxes	$ 10,094	$ 1,489	$ 861
Noncash investing and financing activities			
Purchases of property and equipment included in accounts payable and accrued liabilities	$ 1,510	$ 1,032	$ 3,145
Fair value of contingent consideration in connection with acquisition included in accrued liabilities and other long term liabilities	$ —	$ 249	$ 2,028
Debt issuance costs included in accounts payable and accrued liabilities	$ —	$ 13	$ —

See notes to consolidated financial statements.

1. Nature of the Business

LogMeIn, Inc. (the "Company") provides a portfolio of cloud-based service offerings which make it possible for people and businesses to simply and securely connect to their workplace, colleagues and customers. The Company's product line includes AppGuru™, BoldChat®, Cubby™, join.me®, LastPass®, LogMeIn Pro®, LogMeIn® Central™, LogMeIn Rescue®, LogMeIn® Rescue+Mobile™, LogMeIn Backup®, LogMeIn for iOS, LogMeIn Hamachi®, Meldium™, Xively™ and RemotelyAnywhere®. The Company is headquartered in Boston, Massachusetts with wholly-owned subsidiaries located in Hungary, The Netherlands, Australia, the United Kingdom, Brazil, Bermuda, Japan, Ireland, and India.

2. Summary of Significant Accounting Policies

Principles of Consolidation — The accompanying consolidated financial statements include the results of operations of the Company and its wholly-owned subsidiaries. All intercompany transactions and balances have been eliminated in consolidation. The Company has prepared the accompanying consolidated financial statements in conformity with accounting principles generally accepted in the United States of America ("GAAP").

Use of Estimates — The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. By their nature, estimates are subject to an inherent degree of uncertainty. Actual results could differ from those estimates.

Cash Equivalents — Cash equivalents consist of highly liquid investments with an original or remaining maturity of less than three months at the date of purchase. Cash equivalents consist of investments in money market funds which primarily invest in U.S. Treasury obligations. Cash equivalents are stated at cost, which approximates fair value.

Marketable Securities — The Company's marketable securities are classified as available-for-sale and are carried at fair value with the unrealized gains and losses, net of tax, reported as a component of accumulated other comprehensive loss in equity. Realized gains and losses and declines in value judged to be other than temporary are included as a component of earnings based on the specific identification method. Fair value is determined based on quoted market prices. At December 31, 2014 and 2015, marketable securities consisted of U.S. government agency securities and corporate bonds that have remaining maturities within two years and have an aggregate amortized cost of $100.3 million and $85.3 million, respectively. The securities have an aggregate fair value of $100.2 million and $85.3 million, including $9,000 and $10,000 of unrealized gains and $138,000 and $53,000 of unrealized losses, at December 31, 2014 and 2015 respectively.

Restricted Cash — In April 2012, the Company entered into a lease for a new corporate headquarters located in Boston, Massachusetts. The lease required a security deposit of approximately $3.3 million in the form of an irrevocable standby letter of credit which is collateralized by a bank deposit in the amount of approximately $3.5 million or 105 percent of the security deposit in accordance with the lease. In 2015, $1.5 million of the security deposit was returned to the Company due to a planned decrease in the security deposit obligation. Such amounts are classified as restricted cash in the accompanying consolidated balance sheets. In addition, the Company has made security deposits for various other leased facilities, which are also classified as restricted cash.

Accounts Receivable — The Company reviews accounts receivable on a periodic basis to determine if any receivables will potentially be uncollectible. Estimates are used to determine the amount of the allowance for doubtful accounts necessary to reduce accounts receivable to its estimated net realizable value. The estimates are based on an analysis of past due receivables, historical bad debt trends, current economic conditions, and customer specific information. After the Company has exhausted all collection efforts, the outstanding receivable balance relating to services provided is written off against the allowance and the balance related to services not yet delivered is charged as an offset to deferred revenue.

Activity in the allowance for doubtful accounts was as follows (in thousands):

	December 31,		
	2013	2014	2015
Balance beginning of period	$180	$269	$301
Provision for bad debt	116	102	61
Uncollectible accounts written off	27	70	88
Balance end of period	$269	$301	$274

Property and Equipment — Property and equipment are recorded at cost and depreciated using the straight-line method over the estimated useful lives of the related assets. Upon retirement or sale, the cost of the assets disposed of and the related accumulated depreciation are eliminated from the accounts, and any resulting gain or loss is reflected in the consolidated statements of operations. Expenditures for maintenance and repairs are charged to expense as incurred.

Estimated useful lives of assets are as follows:

Computer equipment and software	2 —3 years
Office equipment	3 years
Furniture and fixtures	5 years
Leasehold Improvements	Shorter of lease term or estimated useful life

Goodwill — Goodwill is the excess of the acquisition price over the fair value of the tangible and identifiable intangible net assets acquired. The Company does not amortize goodwill, but performs an impairment test of goodwill annually or whenever events and circumstances indicate that the carrying amount of goodwill may exceed its fair value. The Company operates as a single operating segment with one reporting unit and consequently evaluates goodwill for impairment based on an evaluation of the fair value of the Company as a whole. As of December 31, 2015, the fair value of the Company as a whole significantly exceeds the carrying amount of the Company. Through December 31, 2015, no impairments have occurred.

Long-Lived Assets and Intangible Assets — The Company records intangible assets at their respective estimated fair values at the date of acquisition. Intangible assets are being amortized based upon the pattern in which their economic benefit will be realized, or if this pattern cannot be reliably determined, using the straight-line method over their estimated useful lives, which range up to eleven years.

The Company reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of the assets, including intangible assets, may not be recoverable. When such events occur, the Company compares the carrying amounts of the assets to their undiscounted expected future cash flows. If this comparison indicates that there is impairment, the amount of the impairment is calculated as the difference between the carrying value and fair value. Through December 31, 2015, the Company recorded no material impairments.

Revenue Recognition — The Company derives revenue primarily from subscription fees related to its LogMeIn premium services and to a lesser extent, the delivery of professional services, primarily related to its Xively business.

Revenue from the Company's LogMeIn premium services is recognized on a daily basis over the subscription term as the services are delivered, provided that there is persuasive evidence of an arrangement, the fee is fixed or determinable and collectability is deemed reasonably assured. Subscription periods range from monthly to ten years, but are generally one year in duration. The Company's software cannot be run on another entity's hardware nor do customers have the right to take possession of the software and use it on their own or another entity's hardware.

The Company's multi-element arrangements typically include subscription and professional services, which may include development services. The Company evaluates each element within the arrangement to determine if

they can be accounted for as separate units of accounting. If the delivered item or items have value to the customer on a standalone basis, either because they are sold separately by any vendor or the customer could resell the delivered item or items on a standalone basis, the Company has determined that the deliverables within these arrangements qualify for treatment as separate units of accounting. Accordingly, the Company recognizes revenue for each delivered item or items as a separate earnings process commencing when all of the significant performance obligations have been performed and when all of the revenue recognition criteria have been met. Professional services revenue recognized as a separate earnings process under multi-element arrangements has been immaterial to date.

In cases where the Company has determined that the delivered items within its multi-element arrangements do not have value to the customer on a stand-alone basis, the arrangement is accounted for as a single unit of accounting and the related consideration is recognized ratably over the estimated customer life, commencing when all of the significant performance obligations have been delivered and when all of the revenue recognition criteria have been met. Revenue from multi-element arrangements accounted for as a single unit of accounting which do not have value to the customer has been immaterial to date.

Revenues are reported net of applicable sales and use tax, value-added tax, and other transaction taxes imposed on the related transaction.

Deferred Revenue — Deferred revenue primarily consists of billings and payments received in advance of revenue recognition. The Company primarily bills and collects payments from customers for products and services in advance on a monthly and annual basis. Deferred revenue to be recognized in the next twelve months is included in current deferred revenue, and the remaining amounts are included in long-term deferred revenue in the consolidated balance sheets.

Concentrations of Credit Risk and Significant Customers — The Company's principal credit risk relates to its cash, cash equivalents, marketable securities, restricted cash, and accounts receivable. Cash, cash equivalents, and restricted cash are deposited primarily with financial institutions that management believes to be of high-credit quality and custody of its marketable securities is with an accredited financial institution. To manage accounts receivable credit risk, the Company regularly evaluates the creditworthiness of its customers and maintains allowances for potential credit losses. To date, losses resulting from uncollected receivables have not exceeded management's expectations.

As of December 31, 2015 no customers accounted for more than 10% of accounts receivable and there were no customers that represented 10% or more of revenue for the years ended December 31, 2013, 2014 or 2015. As of December 31, 2014, one customer accounted for 15% of accounts receivable.

Legal Costs — Legal expenditures are expensed as incurred.

Research and Development — Research and development expenditures are expensed as incurred.

Software Development Costs — The Company has determined that technological feasibility of its software products that are sold as a perpetual license is reached shortly before their introduction to the marketplace.

The Company capitalizes certain direct costs to develop functionality as well as certain upgrades and enhancements of its on-demand products that are probable to result in additional functionality. The costs incurred in the preliminary stages of development are expensed as incurred. Once an application has reached the development stage, internal and external costs, if direct and incremental, are capitalized as part of intangible assets until the software is substantially complete and ready for its intended use. Internally developed software costs that are capitalized are classified as intangible assets and amortized over a three year period.

Foreign Currency Translation — The functional currency of operations outside the United States of America is deemed to be the currency of the local country, unless otherwise determined that the United States dollar would serve as a more appropriate functional currency given the economic operations of the entity. Accordingly, the assets and liabilities of the Company's foreign subsidiaries are translated into United States dollars using the period-end exchange rate, and income and expense items are translated using the average exchange rate during the period. Cumulative translation adjustments are reflected as a separate component of equity. Foreign currency

transaction gains and losses are charged to operations. The Company had foreign currency gains of approximately $0.1 million and $1.4 million for the years ended December 31, 2014 and 2015, respectively, included in other income in the consolidated statements of operations.

Stock-Based Compensation — The Company values all stock-based compensation, including grants of stock options and restricted stock units, at fair value on the date of grant and recognizes the expense over the requisite service period, which is generally the vesting period of the award, for those awards expected to vest, on a straight-line basis. The Company uses the with-or-without method to determine when it will realize excess tax benefits from stock based compensation. Under this method, the Company will realize these excess tax benefits only after it realizes the tax benefits of net operating losses from operations.

Income Taxes — Deferred income taxes are provided for the tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes, and operating loss carry-forwards and credits using enacted tax rates expected to be in effect in the years in which the differences are expected to reverse. At each balance sheet date, the Company assesses the likelihood that deferred tax assets will be realized, and recognizes a valuation allowance if it is more likely than not that some portion of the deferred tax assets will not be realized. This assessment requires judgment as to the likelihood and amounts of future taxable income by tax jurisdiction.

The Company evaluates its uncertain tax positions based on a determination of whether and how much of a tax benefit taken by the Company in its tax filings is more likely than not to be realized. Potential interest and penalties associated with any uncertain tax positions are recorded as a component of income tax expense. As of December 31, 2015, the Company has provided a liability for approximately $0.9 million for uncertain tax positions. These uncertain tax positions would impact the Company's effective tax rate if recognized.

Advertising Costs — The Company expenses advertising costs as incurred. Advertising expense for the years ended December 31, 2013, 2014 and 2015 was approximately $27.8 million, $36.8 million and $35.8 million, respectively, which consisted primarily of online paid searches, banner advertising, and other online marketing and is included in sales and marketing expense in the accompanying consolidated statements of operations.

Comprehensive Loss — Comprehensive loss is the change in stockholders' equity during a period relating to transactions and other events and circumstances from non-owner sources and currently consists of net income, foreign currency translation adjustments, and unrealized gains and losses, net of tax on available-for-sale securities. Accumulated comprehensive loss was approximately $3.1 million at December 31, 2014 and consisted of $3.0 million related to foreign currency translation adjustments in addition to $0.1 million in unrealized losses, net of tax on available-for sale securities. Accumulated comprehensive loss was approximately $5.2 million at December 31, 2015 and consisted of $5.2 million related to foreign currency translation adjustments offset by $27,000 of unrealized losses, net of tax on available-for sale securities.

Fair Value of Financial Instruments — The carrying value of the Company's financial instruments, including cash equivalents, restricted cash, accounts receivable, and accounts payable, approximate their fair values due to their short maturities.

Segment Data — Operating segments are identified as components of an enterprise about which separate discrete financial information is available for evaluation by the chief operating decision-maker, or decision making group, in making decisions regarding resource allocation and assessing performance. The Company, which uses consolidated financial information in determining how to allocate resources and assess performance, has determined that it operates in one segment.

The Company's revenue by geography (based on customer address) is as follows (in thousands):

	Years Ended December 31,		
	2013	2014	2015
Revenues:			
United States	$109,444	$148,532	$191,300
United Kingdom	15,058	19,452	21,662
International — all other	41,756	53,972	58,638
Total revenue	$166,258	$221,956	$271,600

The Company's revenue by service cloud (product grouping) is as follows (in thousands):

	Years Ended December 31,		
	2013	2014	2015
Revenues:			
Collaboration cloud	$ 35,176	$ 62,746	$ 88,234
Identity and Access Management cloud	55,647	74,244	92,712
Service and Support cloud	75,433	82,767	88,206
Other	2	2,199	2,448
Total revenue	$166,258	$221,956	$271,600

The Company's long-lived assets by geography are as follows (in thousands):

	Years Ended December 31,		
Long-lived assets:	2013	2014	2015
United States	$10,207	$ 9,731	$16,342
Hungary	1,224	2,018	2,525
Ireland	1,057	1,139	1,963
International — all other	710	588	881
Total long-lived assets	$13,198	$13,476	$21,711

Net (Loss) Income Per Share — Basic net (loss) income per share is computed by dividing net (loss) income by the weighted average number of common shares outstanding for the period. Diluted net (loss) income per share is computed by dividing net (loss) income by the sum of the weighted average number of common shares outstanding during the period and the weighted average number of potential common shares outstanding from the assumed exercise of stock options and the vesting of restricted stock units. For the year ended December 31, 2013, the Company incurred a net loss and therefore, the effect of the Company's outstanding common stock equivalents were not included in the calculation of diluted loss per share as they were anti-dilutive. Accordingly, basic and dilutive net loss per share for each period were identical.

The Company excluded the following options to purchase common shares and restricted stock units from the computation of diluted net (loss) income per share either because they had an anti-dilutive impact or because the Company had a net loss in the period (in thousands):

	Years Ended December 31,		
	2013	2014	2015
Options to purchase common shares	2,389	57	—
Restricted stock units	1,192	18	204
Total options and restricted stock units	3,581	75	204

Basic and diluted net (loss) income per share was calculated as follows (in thousands, except per share data):

	Years ended December 31,		
	2013	2014	2015
Basic:			
Net (loss) income	$(7,682)	$ 7,955	$14,558
Weighted average common shares outstanding, basic	24,351	24,385	24,826
Net (loss) income per share, basic	$ (0.32)	$ 0.33	$ 0.59
Diluted:			
Net (loss) income	$(7,682)	$ 7,955	$14,558
Weighted average common shares outstanding	24,351	24,385	24,826
Add: Common stock equivalents	—	1,001	954
Weighted average common shares outstanding, diluted	24,351	25,386	25,780
Net (loss) income per share, diluted	$ (0.32)	$ 0.31	$ 0.56

Guarantees and Indemnification Obligations — As permitted under Delaware law, the Company has agreements whereby the Company indemnifies certain of its officers and directors for certain events or occurrences while the officer or director is, or was, serving at the Company's request in such capacity. The term of the indemnification period is for the officer's or director's lifetime. As permitted under Delaware law, the Company also has similar indemnification obligations under its certificate of incorporation and by-laws. The maximum potential amount of future payments the Company could be required to make under these indemnification agreements is unlimited; however, the Company has director's and officer's insurance coverage that the Company believes limits its exposure and enables it to recover a portion of any future amounts paid.

In the ordinary course of business, the Company enters into agreements with certain customers that contractually obligate the Company to provide indemnifications of varying scope and terms with respect to certain matters including, but not limited to, losses arising out of the breach of such agreements, from the services provided by the Company or claims alleging that the Company's products infringe third-party patents, copyrights, or trademarks. The term of these indemnification obligations is generally perpetual. The maximum potential amount of future payments the Company could be required to make under these indemnification obligations is, in many cases, unlimited. Through December 31, 2015, the Company has not experienced any losses related to these indemnification obligations.

Recently Issued Accounting Pronouncements — On May 28, 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers* ("ASU 2014-09"), its final standard on revenue from contracts with customers. ASU 2014-9 outlines a single comprehensive model for entities to use in accounting for revenue arising from contracts with customers and supersedes most current revenue recognition guidance, including industry-specific guidance. The core principle of the revenue model is that an entity recognizes revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. In applying the revenue model to contracts within its scope, an entity identifies the contract(s) with a customer, identifies the performance obligations in the contract, determines the transaction price, allocates the transaction price to the performance obligations in the contract and recognizes revenue when (or as) the entity satisfies a performance obligation. ASU 2014-09 applies to all contracts with customers that are within the scope of other topics in the FASB Accounting Standards Codification. Certain of ASU 2014-09's provisions also apply to transfers of nonfinancial assets, including in-substance nonfinancial assets that are not an output of an entity's ordinary activities (i.e., property plant and equipment, real estate or intangible assets). Existing accounting guidance applicable to these transfers has been amended or superseded. ASU 2014-09 also requires significantly expanded disclosures about revenue recognition. ASU 2014-09 is effective for the Company on January 1, 2018, with early adoption permitted, but not earlier than January 1, 2017. The Company is currently assessing the potential impact of the adoption of ASU 2014-09 on its consolidated financial statements.

On June 19, 2014, the FASB issued ASU 2014-12, *Stock Compensation* ("ASU 2014-12"), providing guidance on accounting for stock-based payment awards when the terms of an award provide that a performance target could be achieved after the requisite service period. The update clarifies that performance targets that can be achieved after the requisite service period of a stock-based payment award be treated as performance conditions that affect vesting. These awards should be accounted for under Accounting Standards Codification Topic 718, *Compensation — Stock Compensation*, and existing guidance should be applied as it relates to awards with performance conditions that affect vesting. The update is effective for the Company for the interim and annual periods beginning after December 15, 2015. The Company is currently evaluating the impact of the adoption of this standard, if any, on its consolidated financial statements.

In April 2015, the FASB issued ASU 2015-03, *Simplifying the Presentation of Debt Issuance Costs* ("ASU 2015-03"), which requires debt issuance costs to be presented in the balance sheet as a direct deduction from the carrying value of the associated debt liability, consistent with the presentation of a debt discount. The guidance in ASU 2015-03 is required for annual reporting periods beginning after December 15, 2015, including interim periods within the reporting period and early adoption is permitted. The Company has not elected to early adopt ASU 2015-03 and instead, this standard will be effective for its fiscal year ending December 31, 2016. The Company is currently evaluating the impact of the adoption of this standard, if any, on its consolidated financial statements.

On April 15, 2015 the FASB issued *Customer's Accounting for Fees Paid in a Cloud Computing Arrangement* (ASU 2015-05) which clarifies the circumstances under which a cloud computing customer would account for the arrangement as a license of internal-use software under ASC 350-40. Under the new standard, customers will apply the same criteria as vendors to determine whether a cloud computing arrangement contains a software license or is solely a service contract. The new standard is effective for annual periods, including interim periods, beginning after December 15, 2015. Early adoption is permitted. The Company is currently evaluating the impact of the adoption of this standard on its consolidated financial statements. The Company does not believe the standard will have a material impact on its consolidated financial statements.

On September 25, 2015 the FASB issued *Business Combinations (Topic 805): Simplifying the Accounting for Measurement-Period Adjustments* (ASU 2015-16) that eliminates the requirement for an acquirer in a business combination to account for measurement-period adjustments retrospectively. Instead, acquirers must recognize measurement-period adjustments during the period in which they determine the amounts, including the effect on earnings of any amounts they would have recorded in previous periods if the accounting had been completed at the acquisition date. The guidance is effective for the Company for fiscal years beginning after December 15, 2015, and interim periods within those fiscal years. Early adoption is permitted. The Company is currently evaluating the impact of the adoption of this standard on its consolidated financial statements.

3. Fair Value of Financial Instruments

The carrying value of the Company's financial instruments, including cash equivalents, restricted cash, accounts receivable, and accounts payable, approximate their fair values due to their short maturities. The Company's financial assets and liabilities are measured using inputs from the three levels of the fair value hierarchy. A financial asset or liability's classification within the hierarchy is determined based on the lowest level input that is significant to the fair value measurement. The three levels are as follows:

Level 1: Unadjusted quoted prices for identical assets or liabilities in active markets accessible by the Company at the measurement date.

Level 2: Inputs include quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets and liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability and inputs that are derived principally from or corroborated by observable market data by correlation or other means.

Level 3: Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

The following table summarizes the basis used to measure certain of the Company's financial assets and contingent consideration liability that are carried at fair value (in thousands):

	Fair Value Measurements at December 31, 2014 Using			
	Level 1	Level 2	Level 3	Total
Financial Assets:				
Cash equivalents — money market funds	$13,139	$ —	$ —	$13,139
Cash equivalents — bank deposits	—	5,003	—	5,003
Short-term marketable securities :				
U.S. government agency securities	59,903	19,950	—	79,853
Corporate bond securities	—	20,356	—	20,356
Contingent consideration liability	—	—	249	249

	Fair Value Measurements at December 31, 2015 Using			
	Level 1	Level 2	Level 3	Total
Financial Assets:				
Cash equivalents — money market funds	$10,138	$ —	$ —	$10,138
Cash equivalents — bank deposits	—	1	—	1
Short-term marketable securities :				
U.S. government agency securities	50,237	17,994	—	68,231
Corporate bond securities	—	17,053	—	17,053
Contingent consideration liability	—	—	2,028	2,028

Bank deposits, corporate bonds and certain U.S. government agency securities are classified within the second level of the fair value hierarchy as the fair value of those assets are determined based upon quoted prices for similar assets.

The Level 3 liability consists of contingent consideration related to the August 27, 2014 acquisition of Meldium, the September 5, 2014 acquisition of Zamurai and the October 15, 2015 acquisition of LastPass, each as further described in Note 4 below. The LastPass contingent consideration of up to $2.5 million is based on the achievement of certain bookings goals. The fair value of the LastPass contingent consideration was estimated at $2.0 million by applying a probability based model, which utilizes inputs that are unobservable in the market. A reconciliation of the beginning and ending Level 3 liability is as follows:

	Years Ended December 31,	
	2014	2015
Balance beginning of period	$ —	$ 249
Additions to Level 3	239	2,000
Payments	—	(226)
Change in fair value of contingent consideration liability	10	5
Balance end of period	$249	$2,028

4. Acquisitions

In 2015, we completed the acquisition of LastPass (on October 15, 2015), and in 2014, we completed the acquisitions of Ionia (on March 7, 2014), Meldium (on August 27, 2014) and Zamurai (on September 5, 2014). The results of operations of these acquired businesses have been included in our consolidated financial statements beginning on their respective acquisition dates.

These acquisitions have been accounted for as business combinations. Assets acquired and liabilities assumed have been recorded at their estimated fair values as of the respective acquisition date. The fair values of

intangible assets were based on valuations using an income approach, with estimates and assumptions provided by management of the acquired companies and the Company. The excess of the purchase price over the tangible assets, identifiable intangible assets and assumed liabilities was recorded as goodwill.

Acquisition-related costs of $1.5 million, $4.5 million and $6.4 million were recorded in 2013, 2014 and 2015, respectively. These costs include $0.1 million, $0.4 million, and $0.7 million in 2013, 2014 and 2015, respectively, of direct costs of completing an acquisition including professional fees, which include legal and valuation services, and expenses related to acquisition integration activities and $1.4 million, $4.1 million, and $5.6 million in 2013, 2014 and 2015, respectively, of retention-based bonus payment expense, which are typically earned over the first two years following the acquisition.

2015 Acquisition

LastPass

On October 15, 2015, the Company acquired all of the outstanding equity interests in LastPass, a Fairfax, Virginia-based provider of an identity and password management service, for $107.6 million, net of cash acquired, plus contingent payments totaling up to $15 million which are expected to be paid over a two-year period following the date of acquisition. The operating results of LastPass, which are included in the consolidated financial statements beginning on the acquisition date, are comprised of $2.7 million of revenue and approximately $3.8 million of expenses for the year ended December 31, 2015, including amortization of acquired intangible assets of $0.9 million and contingent retention-based bonuses of $1.4 million.

The following table summarizes the fair value (in thousands) of the assets acquired and liabilities assumed at the date of acquisition:

Cash	$ 2,518
Accounts receivable	639
Property and equipment	40
Deferred tax asset	3,050
Current and other assets	134
Intangible assets:	
Completed technology	29,400
Customer relationships	23,900
Trade name and trademark	3,000
Deferred revenue	(6,600)
Accrued expenses	(66)
Deferred tax liability	(23,478)
Goodwill	79,617
Total purchase price	112,154
Liability for contingent consideration	(2,000)
Total cash paid	$110,154

The allocation of the purchase price related to income taxes is preliminary, including the Company finalizing the valuation of the acquired net operating loss carryforwards. The Company expects to complete this review in the first quarter of 2016.

The stock purchase agreement included contingent and/or retention-based bonus payments requiring the Company to make additional payments totaling up to $12.5 million to employees, including former LastPass stockholders now employed by the Company, on the first and second anniversaries of the acquisition date, contingent upon their continued employment and, for the first anniversary payment, the achievement of certain bookings goals. The Company has concluded that the arrangement is a compensation arrangement and is accruing the maximum

payout ratably over the performance period, as it believes it is probable that the criteria will be met. The stock purchase agreement also includes non-retention based payments to LastPass stockholders, contingent on the achievement of certain bookings goals, for up to $2.5 million, which the Company has concluded is contingent consideration and is part of the purchase price. This contingent liability was recorded at its fair value of $2.0 million at the acquisition date which is included in accrued expenses on the accompanying consolidated balance sheet as of December 31, 2015. The Company will re-measure the fair value of the contingent consideration at each subsequent reporting period and recognize any adjustments to fair value as part of earnings.

The goodwill recorded in connection with this transaction is primarily related to the expected synergies to be achieved related to the Company's ability to leverage its IT management offerings, customer base, sales force and IT management business plan with LastPass' product, technical expertise and customer base. All goodwill and intangible assets acquired are not deductible for income tax purposes.

The Company recorded a long-term deferred tax asset of $3.1 million primarily related to net operating losses that were acquired as a part of the acquisition. The Company recorded a long-term deferred tax liability of $23.5 million primarily related to the amortization of intangible assets which cannot be deducted for tax purposes.

The unaudited financial information in the table below summarizes the combined results of operations of the Company and LastPass, on a pro forma basis, as though the companies had been combined. The pro forma information for the period presented includes the effects of business combination accounting resulting from the acquisition as though the acquisition had been consummated as of the beginning of 2014, including amortization charges from acquired intangible assets; the fair value adjustment of acquired deferred revenue being recorded primarily in 2014; interest expense on borrowings and lower interest income in connection with the Company funding the acquisition with existing cash and investments and borrowings under its credit facility; the exclusion of acquisition-related costs of the Company and LastPass; the inclusion of expense related to contingent retention-based bonuses assuming full achievement of the financial metric and retention requirements ($7.0 million in 2014 and $5.5 million in 2015), offset by the exclusion of LastPass historical bonuses paid to the LastPass shareholders in 2014 of $4.6 million and paid to LastPass non-shareholder employees in 2015 in connection with the acquisition close of $6.1 million; and the related tax effects. The pro forma financial information is presented for comparative purposes only and is not necessarily indicative of the results of operations that actually would have been achieved if the acquisition had taken place at the beginning of 2014.

Unaudited Pro Forma Financial Information

	Year Ended December 31,	
	2014	2015
	(in thousands, except per share amounts)	
Revenue	$230,477	$281,980
Net income	$ 1,687	$ 12,038
Earnings per share—Basic	$ 0.07	$ 0.48
Earnings per share—Diluted	$ 0.07	$ 0.47

2014 Acquisitions

Ionia

On March 7, 2014, the Company acquired all of the outstanding capital stock of Ionia, a Boston, Massachusetts based systems integrator, for a cash purchase price of $7.5 million plus contingent retention-based bonuses totaling up to $4.0 million to employees, including former Ionia stockholders now employed by the Company, on the first and second anniversaries of the acquisition, contingent upon their continued employment and achievement of certain bookings goals. The Company has concluded that the arrangement is a compensation arrangement and is accruing the maximum payout ratably over the performance period, as it believes it is probable that the criteria will be met. The Company paid $2.0 million in March 2015 and expects to pay the remainder in 2016.

The following table summarizes the fair value (in thousands) of the assets acquired and liabilities assumed at the date of acquisition:

	Amount
Cash	$ 67
Current and other assets	322
Deferred revenue	(70)
Other liabilities	(864)
Customer backlog	120
Trade name and trademark	10
Customer relationships	1,340
Documented know-how	280
Goodwill	6,295
Total purchase price	$7,500

The goodwill recorded in connection with this transaction is primarily related to the expected synergies to be achieved related to the Company's ability to leverage its Xively platform, customer base, sales force and Internet of Things business plan with Ionia's technical expertise and customer base. All goodwill and intangible assets acquired are not deductible for income tax purposes.

The Company recorded a long-term deferred tax liability of $0.7 million related to the amortization of intangible assets which cannot be deducted for tax purposes and is included in the accompanying table above as other liabilities.

Meldium

On August 27, 2014, the Company acquired Meldium, a San Francisco, California-based provider of single sign-on password management software, through a merger transaction for a cash purchase price of $10.6 million plus contingent payments totaling up to $4.6 million to employees, including former Meldium stockholders now employed by the Company. These contingent payments include retention-based bonuses which are expected to be paid in the first two years from the date of acquisition, contingent upon their continued employment and achievement of certain product integration goals. The Company has concluded that the arrangement is a compensation arrangement and is accruing the maximum payout ratably over the performance period, as it believes it is probable that the criteria will be met. The Company paid $2.0 million in contingent payments in 2015 and the remaining $2.6 million in February 2016.

The following table summarizes the fair value (in thousands) of the assets acquired and liabilities assumed at the date of acquisition:

	Amount
Cash	$ 120
Current and other assets	526
Deferred revenue	(5)
Other liabilities	(935)
Completed technology	1,580
Trade name and trademark	30
Customer relationships	100
Goodwill	9,437
Total purchase price	10,853
Liability for contingent consideration	(216)
Cash paid	$10,637

The contingent payments also included payments to non-employee stockholders of $0.2 million, which the Company has concluded is contingent consideration and is part of the purchase price. This contingent liability was recorded at its fair value of $216,000 at the acquisition date and was paid in 2015.

The goodwill recorded in connection with this transaction is primarily related to the expected synergies to be achieved related to the Company's ability to leverage its IT management offerings, customer base, sales force and IT management business plan with Meldium's product, technical expertise and customer base. All goodwill and intangible assets acquired are not deductible for income tax purposes.

The Company recorded deferred tax assets of $0.5 million, primarily related to net operating losses that were acquired as a part of the acquisition and are shown in the accompanying table above as current and other assets. The Company also recorded a long-term deferred tax liability of $0.7 million related to the amortization of intangible assets which cannot be deducted for tax purposes and are included in the accompanying table above as other liabilities.

Zamurai

On September 5, 2014, the Company acquired all of the outstanding capital stock of Zamurai, a San Francisco, California-based collaboration software provider, for a cash purchase price of $4.5 million plus contingent payments totaling up to $1.5 million to employees, including former Zamurai stockholders now employed by the Company. These contingent payments include retention-based bonuses which are expected to be paid on the second anniversary of the acquisition, contingent upon their continued employment and achievement of certain product integration goals. The Company has concluded that the arrangement is a compensation arrangement and is accruing the maximum payout ratably over the performance period, as it believes it is probable that the criteria will be met.

The following table summarizes the fair value (in thousands) of the assets acquired and liabilities assumed at the date of acquisition:

	Amount
Cash	$ 2
Current and other assets	417
Other liabilities	(439)
Completed technology	960
Trade name and trademark	100
Goodwill	3,484
Total purchase price	4,524
Liability for contingent consideration	(24)
Cash paid	$4,500

The stock purchase agreement includes contingent payments to non-employee stockholders of $30,000, which the Company has concluded is contingent consideration and is part of the purchase price. This contingent liability was recorded at its fair value of $24,000 at the acquisition date. The Company continues to re-measure the fair value of the contingent consideration at each subsequent reporting period and recognizes any adjustments to fair value as part of earnings.

The goodwill recorded in connection with this transaction is primarily related to the expected synergies to be achieved related to the Company's ability to leverage its join.me product, customer base, sales force and join.me business plan with the collaboration software provider's product, technical expertise and customer base. All goodwill and intangible assets acquired are not deductible for income tax purposes.

The Company recorded a long-term deferred tax asset of $0.4 million related to net operating losses that were acquired as a part of the acquisition, which is included in the accompanying table above as current and other assets. The Company also recorded a long-term deferred tax liability of $0.4 million related to the amortization of intangible assets which cannot be deducted for tax purposes and is included in the accompanying table above as other liabilities.

5. Goodwill and Intangible Assets

The changes in the carrying amounts of goodwill for the years ended December 31, 2014 and 2015 are due to the addition of goodwill resulting from the acquisitions of Ionia, Meldium, Zamurai and LastPass (See Note 4 to the Consolidated Financial Statements).

Changes in goodwill for the years ended December 31, 2014 and 2015 are as follows (in thousands):

Balance, January 1, 2014	$ 18,712
Goodwill related to the acquisition of Ionia	6,295
Goodwill related to the acquisition of Meldium	9,437
Goodwill related to the acquisition of Zamurai	3,484
Balance, December 31, 2014	37,928
Goodwill related to the acquisition of LastPass	79,617
Balance, December 31, 2015	$117,545

Intangible assets consist of the following (in thousands):

		December 31, 2014			December 31, 2015		
	Estimated Useful Life	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Identifiable intangible assets:							
Trade names and trademarks	1-11 years	$ 806	$ 682	$ 124	$ 3,806	$ 824	$ 2,982
Customer relationships	5-8 years	5,229	2,546	2,683	29,129	4,089	25,040
Customer backlog	4 months	120	120	—	120	120	—
Domain names	5 years	907	507	400	915	665	250
Software	4 years	299	299	—	299	299	—
Completed technology	3-9 years	16,903	3,981	12,922	46,503	6,893	39,610
Technology and know-how	3 years	3,176	3,176	—	3,176	3,176	—
Documented know-how	4 years	280	57	223	280	127	153
Non-Compete agreements	5 years	162	71	91	162	114	48
Internally developed software	3 years	4,591	2,051	2,540	6,754	3,247	3,507
		$32,473	$13,490	$18,983	$91,144	$19,554	$71,590

During the year ended December 31, 2015, the Company capitalized $29.4 million for completed technology, $23.9 million for customer relationships and $3.0 million for a trade name and trademark as intangible assets in connection with the LastPass acquisition. The Company also capitalized $2.1 million and $2.2 million during the years ended December 31, 2014 and 2015, respectively, of costs related to internally developed computer software to be sold as a service incurred during the application development stage and is amortizing these costs over the expected lives of the related services. The Company also acquired $0.2 million of intellectual property during the year ended December 31, 2015.

The Company is amortizing its intangible assets over the estimated lives noted above based upon the pattern in which their economic benefit will be realized, or if this pattern cannot be reliably determined, using the straight-line method over their estimated useful lives. The intangible assets have estimated useful lives which range from four months to eleven years. Amortization expense for intangible assets was $2.5 million, $4.9 million and $6.1 million for the years ended December 31, 2013, 2014 and 2015, respectively. Amortization relating to software, completed technology, technology and know-how, documented know-how, and internally developed software is recorded within cost of revenues and the amortization of trade name and trademark, customer relationships, customer backlog, domain names, and non-compete agreements is recorded within operating expenses. Future estimated amortization expense for intangible assets at December 31, 2015 is as follows (in thousands):

Amortization Expense (Years Ending December 31)	Amount
2016	$11,622
2017	11,424
2018	10,894
2019	8,273
2020	7,631
Thereafter	21,746
Total	$71,590

6. Property and Equipment

Property and equipment consisted of the following (in thousands):

	December 31,	
	2014	2015
Computer equipment and software	$ 24,968	$ 30,030
Office equipment	3,624	5,428
Furniture & fixtures	4,075	8,448
Construction in progress	684	93
Leasehold improvements	3,752	8,121
Total property and equipment	37,103	52,120
Less accumulated depreciation and amortization	(23,627)	(30,409)
Property and equipment, net	$ 13,476	$ 21,711

Depreciation expense for property and equipment was $5.2 million, $6.2 million and $7.6 million for the years ended December 31, 2013, 2014 and 2015.

7. Accrued Liabilities

Accrued liabilities consisted of the following (in thousands):

	December 31,	
	2014	2015
Marketing programs	$ 7,626	$ 4,323
Payroll and payroll related	14,873	18,239
Professional fees	1,961	1,944
Other accrued liabilities	5,022	7,168
Total accrued liabilities	$29,482	$31,674

8. Income Taxes

The domestic and foreign components of (loss) income before provision for income taxes are as follows (in thousands):

	December 31,		
	2013	2014	2015
Domestic	$ 10,389	$ (4,462)	$ 1,059
Foreign	(11,857)	13,856	16,459
Total (loss) income before provision for income taxes	$ (1,468)	$ 9,394	$17,518

The provision for income taxes is as follows (in thousands):

	Years Ended December 31,		
	2013	2014	2015
Current			
Federal	$ 5,480	$ 2,804	$ 2,521
State	1,346	1,184	274
Foreign	952	1,052	1,227
Total	7,778	5,040	4,022
Deferred			
Federal	(1,379)	(3,069)	(1,281)
State	(177)	(748)	278
Foreign	(8)	216	(59)
Total	(1,564)	(3,601)	(1,062)
Total provision for income taxes	$ 6,214	$ 1,439	$ 2,960

A reconciliation of the Company's effective tax rate to the statutory federal income tax rate is as follows:

	Years Ended December 31,		
	2013	2014	2015
Statutory tax rate	35.0%	35.0%	35.0%
Change in valuation allowance	—	—	—
Impact of permanent differences	(9.3)	1.6	1.1
Non-deductible stock-based compensation	(73.0)	14.6	8.4
Foreign tax rate differential	(346.9)	(39.1)	(26.7)
Research and development credits	23.1	(2.6)	(1.3)
State taxes, net of federal benefit	(51.9)	2.9	2.4
Impact of uncertain tax positions	(3.6)	3.8	1.4
Other	3.4	(0.8)	(3.4)
Effective tax rate	(423.2)%	15.4%	16.9%

The Company recorded a tax provision for income taxes of $1.4 million on profit before income taxes of $9.4 million and $3.0 million on profit before income taxes of $17.5 million for the years ended December 31, 2014 and 2015, respectively. The Company recorded a provision as a result of taxable income, excluding the direct effects of windfall tax deductions, generated in the United States as well as in certain foreign jurisdictions. The Company's effective tax rates for the years ended December 31, 2014 and 2015 were lower than the U.S. federal statutory rate of 35% due to profits earned in certain foreign jurisdictions, primarily by our Irish subsidiaries, which are subject to significantly lower tax rates than the U.S. federal statutory rate.

For the year ended December 31, 2013, the Company recorded a tax provision for federal, state and foreign income taxes of $6.2 million on a loss before income taxes of $1.5 million as a result of income generated in the United States offset by losses incurred in certain foreign jurisdictions where there is no corresponding benefit.

The Company has deferred tax assets related to temporary differences and operating loss carryforwards as follows (in thousands):

	December 31,	
	2014	2015
Deferred tax assets:		
Net operating loss carryforwards	$ 2,783	$ 4,033
Deferred revenue	775	583
Amortization	1,806	2,287
Stock-based compensation	11,584	10,268
Accrued bonus	3,579	4,032
Other	1,278	2,311
Total deferred tax assets	21,805	23,514
Deferred tax asset valuation allowance	(2,203)	(1,829)
Net deferred tax assets	19,602	21,685
Deferred tax liabilities:		
Depreciation	(1,234)	(466)
Goodwill amortization	(1,963)	(2,638)
Acquired intangibles not deductible	(1,677)	(23,561)
Other	(45)	(634)
Total deferred tax liabilities	(4,919)	(27,299)
Total	$14,683	$ (5,614)

Deferred tax assets, related valuation allowances, current tax liabilities, and deferred tax liabilities are determined separately by tax jurisdiction. In making these determinations, the Company estimates deferred tax assets, current tax liabilities, and deferred tax liabilities, and the Company assesses temporary differences resulting from differing treatment of items for tax and accounting purposes. As of December 31, 2015, the Company maintained a full valuation allowance against the deferred tax assets of its Hungarian subsidiary. This entity has historical tax losses and the Company concluded it was not more likely than not that these deferred tax assets are realizable. The valuation allowance decreased by $0.4 million as a result of a tax return to provision adjustment which decreased the net operating loss carryforwards.

For U.S. tax return purposes, net operating losses and tax credits are normally available to be carried forward to future years, subject to limitations as discussed below. As of December 31, 2015, the Company had federal and state net operating loss carryforwards of $8 million and $22 million, respectively, which expire on various dates from 2025 through 2035.

The Company has performed an analysis of its ownership changes as defined by Section 382 of the Internal Revenue Code and has determined that the net operating loss carryforwards acquired from the acquisitions of Meldium, Zamurai, and LastPass are subject to limitation. As of December 31, 2015, all net operating loss carryforwards generated by the Company, including those subject to limitation, are available for utilization. Subsequent ownership changes as defined by Section 382 could potentially limit the amount of net operating loss carryforwards that can be utilized annually to offset future taxable income.

As of December 31, 2015, the Company had foreign net operating loss carryforwards of $17.3 million. These net operating loss carryforwards are related to the Company's Hungarian subsidiary, are not subject to expiration, and the Company has recognized a full valuation allowance against these carryforwards.

In November 2015, the FASB issued ASU 2015-17, *Income Taxes (Topic 740),* Balance Sheet Classification of Deferred Taxes, to simplify the presentation of deferred income taxes. Under the new standard, both deferred tax liabilities and deferred tax assets are required to be classified as non-current on the consolidated balance sheet. ASU 2015-17 will become effective for fiscal years, and the interim periods within those years, beginning after December 15, 2016 with early adoption permitted. During 2015, the Company elected to early adopt ASU 2015-17, prospectively, as permitted, thus reclassifying $5.8 million of deferred tax assets and $29,000 of current deferred tax liabilities to non-current on the accompanying consolidated balance sheet. The prior reporting period was not retroactively adjusted. The adoption of the guidance had no impact on the Company's consolidated results of income and comprehensive income.

The Company generally considers all earnings generated outside of the U.S. to be indefinitely reinvested offshore. Therefore, the Company does not accrue U.S. tax for the repatriation of the foreign earnings it considers to be indefinitely reinvested outside the U.S. As of December 31, 2015, the Company has not provided for federal income tax on $27 million of accumulated undistributed earnings of its foreign subsidiaries. It is not practicable to estimate the amount of additional tax that might be payable on the undistributed foreign earnings.

The Company files income tax returns in the U.S. federal jurisdiction and various state and foreign jurisdictions. In the normal course of business, the Company and its subsidiaries are examined by various tax authorities, including the IRS in the United States. As of December 31, 2015 we remained subject to examination in the following major tax jurisdictions for the years indicated:

Major Tax Jurisdictions	Open Tax Years
United States (Federal)	2012-2015
United States (State)	2010-2015
Hungary	2010-2015
Ireland	2012-2015

The Company incurred expenses related to stock-based compensation in 2013, 2014 and 2015 of $19.7 million, $24.8 million and $26.5 million, respectively. Accounting for the tax effects of stock-based awards requires the recording of a deferred tax asset as the compensation is recognized for financial reporting prior to recognizing the tax deductions. Upon the settlement of the stock-based awards (i.e., exercise, vesting, forfeiture or cancellation), the actual tax deduction is compared with the cumulative financial reporting compensation cost and any excess tax deduction is considered a windfall tax benefit and is tracked in a "windfall tax benefit pool" to offset any future tax deduction shortfalls and will be recorded as increases to APIC in the period when the tax deduction reduces income taxes payable. The Company follows the with-and-without approach for the direct effects of windfall tax deductions to determine the timing of the recognition of benefits for windfall tax deductions. In 2015, the Company recorded a windfall tax benefit to additional paid-in capital of $6.9 million, due in part to the Company's intention to carryback federal net operating losses and research and development credits to prior tax years. The Company has recorded a receivable of $4.4 million in other current assets on the consolidated balance sheet to reflect the estimated cash refund. As of December 31, 2015, the "windfall tax benefit pool" available to offset future shortfalls was $21 million.

As of December 31, 2014 and 2015, the Company has provided a liability of $0.7 million and $0.9 million, respectively, for uncertain tax positions. These uncertain tax positions would impact the Company's effective tax rate if recognized.

The Company has provided liabilities for uncertain tax provisions as follows (in thousands):

	Years Ended December 31,	
	2014	2015
Balance beginning of period	$304	$ 652
Tax positions related to prior periods:		
Increases	7	2
Decreases	(11)	(3)
Tax positions related to current period:		
Increases	397	428
Settlements	(45)	(195)
Statute expiration	—	—
Balance end of period	$652	$ 884

The Company's policy is to record estimated interest and penalties related to the underpayment of income taxes or unrecognized tax benefits as a component of its income tax provision. The Company recognized $11,000 and $3,000 of interest expense during the years ended December 31, 2014 and 2015, respectively.

9. Common Stock and Equity

Authorized Shares — On June 9, 2009, the Company's Board of Directors approved a Restated Certificate of Incorporation to be effective upon the closing of the Company's IPO. This Restated Certificate of Incorporation, among other things, increased the Company's authorized common shares to 75 million and authorized 5 million shares of undesignated preferred stock.

Common Stock Reserved — As of December 31, 2014 and 2015, the Company has reserved shares of common stock for the exercise of stock options and restricted stock units of 4.9 million and 4.8 million, respectively.

On August 13, 2013, the Board of Directors approved a $50 million share repurchase program and approved an additional $75 million share repurchase program on October 20, 2014. Share repurchases are made from time-to-time in the open market, in privately negotiated transactions or otherwise, in accordance with applicable securities laws and regulations. The timing and amount of any share repurchases are determined by the Company's management based on its evaluation of market conditions, the trading price of the stock, regulatory requirements and other factors. The share repurchase program may be suspended, modified or discontinued at any time at the Company's discretion without prior notice.

During the year ended December 31, 2014 and 2015, the Company repurchased 843,574 and 297,461 shares of its common stock at an average price of $43.27 and $60.81 per share for a total cost of $36.5 million and $18.1 million, respectively. At December 31, 2015, $56.3 million remained available under the Company's current share repurchase program.

10. Stock Incentive Plan

The Company's 2009 Stock Incentive Plan ("2009 Plan") is administered by the Board of Directors and Compensation Committee, which have the authority to designate participants and determine the number and type of awards to be granted and any other terms or conditions of the awards. Options generally vest over a four-year period and expire ten years from the date of grant. Restricted stock units with time-based vesting conditions generally vest over a three-year period while restricted stock units with market-based vesting conditions generally vest over two or three-year periods. Certain stock-based awards provide for accelerated vesting if the Company experiences a change in control. On May 21, 2015, the Company's stockholders approved an amendment to the 2009 Plan that increased the shares available for grant under the plan by 1.3 million shares. As of December 31, 2015, there were 2.6 million shares available for grant under the 2009 Plan.

The Company generally issues previously unissued shares of common stock for the exercise of stock options and restricted stock units. The Company received $3.8 million, $17.6 million and $17.8 million in cash from stock option exercises during the years ended December 31, 2013, 2014 and 2015, respectively.

The Company uses the Black-Scholes option-pricing model to estimate the grant date fair value of stock options. The Company estimates the expected volatility of its common stock at the date of grant based on the historical volatility of comparable public companies over the option's expected term as well as its own stock price volatility since the Company's IPO. The Company estimates expected term based on historical exercise activity and giving consideration to the contractual term of the options, vesting schedules, employee turnover, and expectation of employee exercise behavior. The assumed dividend yield is based upon the Company's expectation of not paying dividends in the foreseeable future. The risk-free rate for periods within the estimated life of the stock option is based on the U.S. Treasury yield curve in effect at the time of grant. Historical employee turnover data is used to estimate pre-vesting stock option forfeiture rates. The compensation expense is amortized on a straight-line basis over the requisite service period of the stock option, which is generally four years.

The Company used the following assumptions to apply the Black-Scholes option-pricing model:

	Years Ended December 31,		
	2013	2014	2015(1)
Expected dividend yield	-%	-%	-%
Risk-free interest rate	0.87 - 1.36%	1.48%	-%
Expected term (in years)	6.25	6.25	-
Volatility	55%	55%	-%

(1) There were no stock options granted during the twelve months ended December 31, 2015

The following table summarizes stock option activity (shares and intrinsic value in thousands):

	Number of Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (Years)	Aggregate Intrinsic Value
Outstanding, January 1, 2015	1,407	$30.02	6.2	
Granted	—	—		
Exercised	(612)	29.08		$19,779
Forfeited	(27)	30.74		
Outstanding, December 31, 2015	768	$30.74	5.4	$27,942
Exercisable at December 31, 2015	598	$30.54	5.0	$21,881
Vested or expected to vest at December 31, 2015	765	$30.77	5.4	$27,774

The aggregate intrinsic value was calculated based on the positive differences between the estimated fair value of the Company's common stock on December 31, 2015 of $67.10 per share or at time of exercise, and the exercise price of the options.

The weighted average grant date fair value of stock options granted was $11.60 and $21.78 per share for the years ended December 31, 2013 and 2014, respectively. There were no stock options granted in the twelve months ended December 31, 2015.

During the year ended December 31, 2015, the Company granted 942,090 restricted stock units, which contained time-based vesting conditions. Restricted stock units with time-based vesting conditions are valued on the grant date using the grant date closing price of the underlying shares. The Company recognizes the expense on a straight-line basis over the requisite service period of the restricted stock unit, which is generally three years.

In August 2013, May 2014 and May 2015, the Company granted to certain key executives restricted stock unit awards with market-based vesting conditions, which are tied to the individual executive's continued employment with the Company throughout the applicable performance period and the level of the Company's achievement of a pre-established relative total shareholder return, or TSR, goal, as measured over an applicable performance period ranging from two to three years as compared to the TSR realized for that same period by the Russell 2000 Index (the "TSR Units"). The target number of shares underlying the August 2013, May 2014 and May 2015 TSR Units were a total of 74,000, 71,000 and 85,000 shares, respectively. The number of shares that may be earned under these TSR Units can range from 0% to 200% of the target number of shares awarded, or up to 148,000, 142,000 and 170,000 shares for the August 2013, May 2014 and May 2015 grants, respectively, based on the Company's level of achievement of its relative TSR goal for the applicable performance period. Compensation cost for TSR Units is recognized on a straight-line basis over the requisite service period and is recognized regardless of the actual number of awards that are earned based on the market condition. As of December 31, 2015, 20,000 shares from the August 2013 TSR Unit grant, 42,000 shares from the May 2014 TSR Unit grant, and 25,000 shares from the May 2015 TSR Unit grant have been forfeited or are expected to be forfeited.

The assumptions used in the Monte Carlo simulation model include (but are not limited to) the following:

	August 2013 Grant	May 2014 Grant	May 2015 Grant
Risk-free interest rate	0.62%	0.78%	0.93%
Volatility	54%	54%	50%

In August 2015, the first performance period for the August 2013 grant ended and, based on the Company's level of achievement of its relative TSR goal, 200% of the shares granted from the August 2013 grant were earned and 54,000 shares were issued as a result.

The following table summarizes restricted stock unit activity, including performance-based TSR Units (shares in thousands):

	Number of Shares Underlying Restricted Stock Units	Weighted Average Grant Date Fair Value
Unvested as of January 1, 2015	1,279	$37.42
Restricted stock units granted	942	63.49
Restricted stock units vested	(551)	35.11
Restricted stock units forfeited	(232)	45.19
Unvested as of December 31, 2015	1,438	$54.37

The Company recognized stock-based compensation expense within the accompanying consolidated statements of operations as summarized in the following table (in thousands):

	Years Ended December 31,		
	2013	2014	2015
Cost of revenue	$ 706	$ 1,107	$ 1,560
Research and development	3,761	3,653	5,188
Sales and marketing	7,242	9,033	11,090
General and administrative	8,005	10,976	8,661
	$19,714	$24,769	$26,499

As of December 31, 2015, there was approximately $55.1 million of total unrecognized stock-based compensation cost, net of estimated forfeitures, related to unvested stock awards which are expected to be recognized over a weighted average period of 2.1 years. The total unrecognized stock-based compensation cost will be adjusted for future changes in estimated forfeitures.

11. Commitments and Contingencies

Operating Leases — The Company has operating lease agreements for offices in the United States, Hungary, Australia, the United Kingdom, Ireland and India that expire through 2028.

In December 2015, the Company amended its current lease for its Budapest, Hungary office space to provide for an expansion of leased space and to extend the term of the lease. The term of the amended lease will begin on February 26, 2016 and will extend through April 29, 2021. The aggregate amount of minimum lease payments to be made over the term of the lease is approximately $8.5 million (EUR 7.8 million). The lease agreement required a bank guarantee of $0.4 million (EUR 0.4 million). The bank guarantee is classified as restricted cash.

In December 2014, the Company entered into a lease for new office space in Boston, Massachusetts. The landlord was obligated to rehabilitate the existing building and the lease term began in December 2015 and will extend through June 2028. The aggregate amount of minimum lease payments to be made over the term of the lease is approximately $47 million. Pursuant to the terms of the lease, the landlord was responsible for making certain improvements to the leased space up to an agreed upon cost to the landlord. Any excess costs for these improvements will be billed by the landlord to the Company as additional rent. The Company estimates these excess costs to be $4 million, of which $2.1 million was paid as of December 31, 2015. The lease required a security deposit of approximately $3.3 million in the form of an irrevocable, unsecured standby letter of credit. The lease includes an option to extend the original term of the lease for two successive five year periods.

In December 2014, the Company entered into a lease for new office space in San Francisco, California. The term of the new office space began in February 2015 and extends through April 2020. The aggregate amount of minimum lease payments to be made over the term of the lease is approximately $2.4 million. The lease required a security deposit of $41,000. The security deposit is classified as a long-term deposit.

Rent expense under all leases was $6.0 million, $7.1 million and $8.2 million for the years ended December 31, 2013, 2014 and 2015, respectively. The Company records rent expense on a straight-line basis for leases with scheduled escalation clauses or free rent periods.

The Company also enters into hosting services agreements with third-party data centers and internet service providers that are subject to annual renewal. Hosting fees incurred under these arrangements aggregated $4.7 million, $5.1 million and $6.9 million for the years ended December 31, 2013, 2014 and 2015, respectively.

Future minimum lease payments under non-cancelable operating leases including one year commitments associated with the Company's hosting services arrangements are approximately as follows at December 31, 2015 (in thousands):

Years Ending December 31	
2016	$ 14,568
2017	11,213
2018	11,014
2019	10,966
2020	10,781
Thereafter	45,211
Total minimum lease payments	$103,753

In May 2015, the Company entered into an agreement to sublease a portion of the office space it currently leases in Dublin, Ireland. The sublease term began in May 2015 and extends to August 2017 which aligns with the non-cancelable term of the Company's head lease. The tenant will pay $0.2 million per year, which recovers the Company's costs under the remaining term.

Litigation — The Company routinely assesses its current litigation and/or threatened litigation as to the probability of ultimately incurring a liability, and records its best estimate of the ultimate loss in situations where the Company assesses the likelihood of loss as probable.

On April 24, 2015, the Company entered into a Settlement Agreement with Sensory Technologies, LLC, or Sensory, whereby Sensory agreed to assign its JOIN ® trademark to the Company and the parties agreed to mutually release each other from any and all claims related to the complaint filed by Sensory against the Company in the U.S. District Court for the Southern District of Indiana on August 26, 2014. In the second quarter of 2015, the Company paid Sensory a one-time fee of $8.3 million, $4.7 million of which was reimbursed by the Company's insurance provider, in connection with the Settlement Agreement. The Company believed that the JOIN ® trademark had de minimis value and therefore expensed $3.6 million in the first quarter of 2015 as legal settlement expense.

On August 28, 2014, a putative class action complaint was filed against the Company in the U.S. District Court for the Eastern District of California (Case No. 1:14-cv-01355) by an individual on behalf of himself and purportedly on behalf of all other similarly situated individuals, or collectively, the Ignition Plaintiffs. The Ignition Plaintiffs amended their initial complaint on February 17, 2015, May 6, 2015 and September 18, 2015. The amended complaint included claims made under California's False Advertising Law and Unfair Competition Law relating to the Company's sale of its Ignition for iOS application, or the App, and the Ignition Plaintiffs' continued use of the App. On January 27, 2016, the U.S. District Court for the Eastern District of California granted the Company's motion for summary judgment and dismissed all of the Ignition Plaintiffs' claims.

On June 29, 2015, a putative class action complaint was filed against the Company in the U.S. District Court for the Central District of California (Case No. 5:15-cv-01258) by an individual on behalf of himself and purportedly on behalf of all other similarly situated individuals, or collectively, the Central Plaintiffs, under California's Automatic Purchase Renewal Statute and Unfair Competition Law related to pricing changes and billing practices for subscriptions to the Company's LogMeIn Central service. On October 7, 2015, the Company entered into a Settlement Agreement resolving the matter in exchange for a one-time settlement payment of $25,000. As a result, the U.S. District Court for the Central District of California dismissed the class action complaint on October 30, 2015.

The Company is from time to time subject to various other legal proceedings and claims, either asserted or unasserted, which arise in the ordinary course of business. While the outcome of these other claims cannot be predicted with certainty, management does not believe that the outcome of any of these other legal matters will have a material adverse effect on the Company's consolidated financial statements.

12. 401(k) Plan

On January 1, 2007, the Company established a defined contribution savings plan under Section 401(k) of the Internal Revenue Code. The plan is available to all employees upon employment and allows participants to defer a portion of their annual compensation on a pre-tax basis. The Company may contribute to the plan at the discretion of the Board of Directors. The Company has not made any contributions to the plan through December 31, 2015.

13. Accumulated Other Comprehensive Loss

Accumulated other comprehensive loss consists of foreign currency translation adjustments and changes in unrealized losses and gains (net of tax) on marketable securities. For the purposes of comprehensive income disclosures, we do not record tax provisions or benefits for the net changes in the foreign currency translation adjustment, as we intend to reinvest permanently undistributed earnings of our foreign subsidiaries. Accumulated other comprehensive loss is reported as a component of stockholders' equity and, as of December 31, 2014 and 2015, was comprised of cumulative translation adjustment losses of $3.0 million and $5.2 million, respectively, and unrealized losses (net of tax) on marketable securities of $0.1 million and $27,000, respectively. There were no material reclassifications to earnings in the years ended December 31, 2014 or 2015.

14. Credit Facility

On February 18, 2015, the Company entered into a multi-currency credit agreement with a syndicate of banks, financial institutions and other lending entities (the "Credit Agreement"), pursuant to which a secured revolving credit facility of up to $100 million in the aggregate was made available to the Company. On January 22, 2016, the Company exercised its option to increase the credit facility to up to $150 million with the existing lenders and an additional lender. The credit facility is available to the Company on a revolving basis during the period from February 18, 2015 through February 18, 2020. The Company may prepay the loans or terminate or reduce the commitments in whole or in part at any time, without premium or penalty, subject to certain conditions and costs in the case of Eurodollar rate loans. The Company and its subsidiaries expect to use the credit facility for general corporate purposes, including, but not limited to, the potential acquisition of complementary products or businesses, share repurchases, as well as for working capital. As of December 31, 2015, the Company had borrowed $60 million under the credit facility in order to partially fund the LastPass acquisition.

Loans under the credit facility bear interest at variable rates which reset every 30 to 180 days depending on the rate and period selected by the Company as described below. As of December 31, 2015, the annual rate on the $60 million revolving loan was 1.875% and was reset to 1.9375% on January 19, 2016. As of December 31, 2015, the fair value of the credit facility approximated its book value.

The currencies that are currently available for borrowing under the credit facility are U.S Dollars, Euros, and British Pound Sterling. Additional currencies may be added with the approval of all lenders under the credit facility. The maximum amount of borrowings in currencies other than U.S. Dollars is $20 million. Interest rates for U.S. Dollar loans under the credit facility are determined, at the option of the Company, by reference to a Eurodollar rate or a base rate, and range from 1.50% to 2.00% above the Eurodollar rate for Eurodollar-based borrowings or from 0.50% to 1.00% above the defined base rate for base rate borrowings, in each case based upon the Company's total leverage ratio. Interest rates for loans in currencies other than U.S. Dollars range from 1.50% to 2.00% above the respective London Interbank Offered Rates, or LIBOR, for those currencies, also based on the Company's total leverage ratio. The quarterly commitment fee on the undrawn portion of the credit facility ranges from 0.20% to 0.30% per annum, based upon the Company's total leverage ratio.

The Credit Agreement contains customary affirmative and negative covenants, including covenants that limit or restrict the Company and its subsidiaries' ability to, among other things, incur indebtedness, grant liens, merge or consolidate, dispose of assets, change the nature of its business, make investments and acquisitions, pay dividends or make distributions, or enter into certain transactions with affiliates, in each case subject to customary and other exceptions for a credit facility of this size and type, each as further described in the Credit Agreement. The Credit Agreement also imposes limits on capital expenditures of the Company and its subsidiaries and requires the Company to maintain a maximum total leverage ratio (not greater than 2.75:1.00) and a minimum interest coverage ratio (not less than 3.00:1.00), each as further defined in the Credit Agreement. As of

December 31, 2015, the total leverage ratio was 0.85:1.00, the minimum interest coverage ratio was 63.9:1.00 and the Company was in compliance with all financial and operating covenants of the Credit Agreement.

Any failure to comply with the financial or operating covenants of the Credit Agreement would prevent the Company from being able to borrow additional funds, and would constitute a default, permitting the lenders to, among other things, accelerate the amounts outstanding, including all accrued interest and unpaid fees, under the credit facility and to terminate the credit facility.

The Company incurred $1.0 million of origination costs in 2015 in connection with entering into the Credit Agreement. These origination costs were recorded as deferred debt issuance costs when incurred and are being expensed over the remaining term of the credit facility. The average interest rate on borrowings outstanding during 2015 was approximately 1.78%.

15. Subsequent Event

On January 22, 2016, the Company entered into the First Amendment to the Credit Agreement dated February 18, 2015. The First Amendment to the Credit Agreement amends the existing Credit Agreement to, among other things:

- Exercise the Company's option to increase the existing credit facility made available under the Credit Agreement by an additional $50 million, so that the Company now has access to a credit facility of up to $150 million in the aggregate;
- Provide the Company with an option to further increase the credit facility by an additional $50 million, subject to further commitment from the lenders or additional lenders, which, if exercised, would provide the Company with access to a secured revolving credit facility of up to $200 million in the aggregate; and
- Add a fifth bank to the Credit Agreement as an augmenting lender.

We incurred $0.3 million of origination costs in connection with the First Amendment to the Credit Agreement.

16. Quarterly Information (Unaudited)

	For the Three Months Ended							
	March 31, 2014	June 30, 2014	September 30, 2014	December 31, 2014	March 31, 2015	June 30, 2015	September 30, 2015	December 31, 2015
	(in thousands, except for per share data)							
Statement of Operations Data:								
Revenue	$49,020	$54,975	$58,062	$59,899	$61,109	$64,834	$69,573	$76,084
Gross profit	42,900	47,578	50,728	52,018	53,127	56,299	60,895	65,821
Income (loss) from operations	1,598	782	2,771	3,536	(964)	2,549	7,844	6,620
Net income	1,004	1,330	2,308	3,313	372	2,388	5,563	6,235
Net income per share-basic	$ 0.04	$ 0.05	$ 0.09	$ 0.14	$ 0.02	$ 0.10	$ 0.22	$ 0.25
Net income per share-diluted	$ 0.04	$ 0.05	$ 0.09	$ 0.13	$ 0.01	$ 0.09	$ 0.22	$ 0.24